Davidson County DEEDWARR
Recvd: 12/29/08 10:36 3 pgs
Fees:18.00 Taxes:3578.02
20081229-0122756

CORPORATE FORM

# WARRANTY DEED

**THIS INDENTURE,** made and entered into this **18th** day of **December, 2008**, by and between **Ridgeview Heights, LLC**, a Tennessee Limited Liability Company, party of the first part, and **MAT Real Estate, LLC, a Kentucky Limited Liability Company**, party of the second part,

**WITNESSETH:** That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the City of **Nashville,** County of **Davidson**, State of **Tennessee**.

**Lot 1, The Shops at Ridgeview Planned Unit Development as shown on plat of record at Instrument Number 20081222-0121715 in the Register's Office of Davidson County, Tennessee more particularly described as follows:**

**Commencing at an iron rod situated in the southeasterly margin of Bell Road, said point also being the northeasterly corner of the Lakeshore Christian Church property of record in Instrument No. 20070817-0098553, R.O.D.C., TN.;**
**Thence, along said road, along a curve to the left, having a central angle of 035206, a radius of 1712.14 feet, a tangent of 57.82 feet, a length of 115.60 feet, and having a chord which bears N 431433 E, a distance of 115.57 feet to the point of beginning of the herein described tract of land;**
**Thence, along said road, along a curve to the left, having a central angle of 020107, a radius of 1712.14 feet, a tangent of 30.16 feet, a length of 60.32 feet, and having a chord which bears N 401756 E, a distance of 60.32 feet to an iron rod;**
**Thence, along said road, N 392214 E, a distance of 102.98 feet to an iron rod;**
**Thence, along said road, along a curve to the right, having a central angle of 780207, a radius of 25.00 feet, a tangent of 20.26 feet, a length of 34.05 feet, and having a chord which bears N 782317 E, a distance of 31.48 feet to an iron rod situated in the southerly margin of Eagle View Boulevard;**
**Thence, along said road, along a curve to the left, having a central angle of 201709, a radius of 310.00 feet, a tangent of 55.46 feet, a length of 109.76 feet, and having a chord which bears S 724414 E, a distance of 109.18 feet to an iron rod;**
**Thence, along said road, S 825248 E, a distance of 74.68 feet to an iron rod;**
**Thence, leaving said road, S 070712 W, a distance of 36.34 feet to an iron rod;**
**Thence, along a curve to the right, having a central angle of 341814, a radius of 204.00 feet, a tangent of 62.96 feet, a length of 122.14 feet, and having a chord which bears S 241619 W, a distance of 120.32 feet to an iron rod;**
**Thence, S 412526 W, a distance of 132.33 feet to an iron rod;**
**Thence, N 480223 W, a distance of 231.34 feet to the point of beginning and containing 52,272.231 square feet or 1.200 acres of land.**

**Being a portion of the same property conveyed to Ridgeview Heights, LLC of record in Instrument No. 20050930-0118007 in the Registers Office for Davidson County, Tennessee.**

**Part of Parcel #: 16300040400**

TO HAVE AND TO HOLD the aforesaid real estate together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his/her heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that he/she is lawfully seized in fee of the aforedescribed real estate; that he/she has good right to sell and convey the same; that the same is unencumbered, EXCEPT for:

Subdivision restrictions, building lines and easements of record, and any subsequent years taxes not yet due and payable,

and that the title and quiet possession thereto he/she will warrant and forever defend against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

**IN WITNESS WHEREOF**, party of the first part has caused this instrument to be executed by and through its duly authorized officers the day and year first above written.

**Ridgeview Heights, LLC**

**Michael M. Wardlow, Assistant Secretary**

STATE OF TENNESSEE, COUNTY OF SHELBY

Before me, the undersigned, Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **Michael M. Wardlow** with whom I am personally acquainted, (or proven to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be **Assistant Secretary** (or other officer authorized to execute the instrument) of **Ridgeview Heights, LLC**, the within named bargainor, a Tennessee Limited Liability Company, and that he as such **Assistant Secretary**, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself as **Assistant Secretary**.

WITNESS my hand and Notarial Seal at office this **18th** day of **December, 2008**.

STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY, TN

Notary Public

My commission expires: My Comm. Exp. 12-22-09

**********

Property address:

**Lot 1, The Shops at Ridgeview PUD**

**Nashville, Tennessee 00000**

Owner's name:

**MAT Real Estate, LLC**

**10101 Linn Station Road**

**Louisville, Kentucky 40223**

Mail tax bills to, (Person or Agency responsible for payment of taxes)

**MAT Real Estate, LLC**

**10101 Linn Station Road**

**Louisville, Kentucky 40223**

This instrument prepared by:

Southern Trust Title Company

6465 Quail Hollow, Suite #401

Memphis, TN 38120

File No.: 1959981

I, or we, hereby swear and affirm that, to the best of the affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is **$967,032.00** which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this **18th** day of **December, 2008**.

Notary Public

My Commission Expires:

STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY, TN

My Comm. Exp. 12-22-09

(FOR RECORDING DATA ONLY)