PREPARED BY (AND RETURN TO):

WILKINS & IVEY

Attorneys at Law

104 Woodmont Blvd., Suite 100

Nashville, Tennessee 37205

Phone (615) 298-3312 - Fax 292-8746

BILL GARRETT, Davidson County
Trans:T20090059492 DEEDWARR
Recvd: 08/31/09 12:58 3 pgs
Fees:18.00 Taxes:14800.00
20090831-0081506

Christy Wilkins Ivey

Percy Wilkins, Jr. (retired)

W & I Ref: DM Title No: 50141

Dav. Co. File: Box 8

ADDRESS NEW OWNER:	**RESPONSIBLE FOR TAX PAYMENT:**
J R Y S W Trust 1 South Wacker Drive Suite 800 Chicago, Illinois 60606	SAME

TAX MAP-PARCEL NUMBERS: 14506001000

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$4,000,000.00 ,** cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Fletcher D. Foster , unmarried Dennis J. Johnson , unmarried**, hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **J R Y S W Trust** hereinafter called the **Grantee**, Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

Land in Davidson County, Tennessee, being Lot No. 25 on the Plan of Laurel Ridge, Section Three of record in Book 3600, page 9, Register's Office for said County.

Said Lot No. 25 fronts 163.0 feet on the easterly margin of Laurel Ridge Drive and described according to a survey prepared by Mark Devendorf, RLS #1743 dated October 1, 2007 as follows and extends back 361.3 feet (360.99 feet per survey) on the northerly line and 564.10 feet (563.71 feet per survey) on the southerly line to a dead line in the rear, measuring 355.0 feet thereon.

Being the same property conveyed to Fletcher D. Foster, a single man and Dennis J. Johnson, a single man, by Warranty Deed from Linda J. Neal, a married woman, undated and recorded on June 15, 2006 of record in Doc. No. 20060615-0071649, Register's Office for Davidson County, Tennessee.

Description Reference: Described according to (or by reference to) the recorded subdivision Plan.

This conveyance is subject to: Taxes for 2009, and subsequent years; The Plan, with Owner's Certificate, of record in Book 3600 Page 9, said Register's Office, which Plan shows a minimum building setback line, to be determined by the City of Forest Hills and a 10 foot easement for public utility purposes along the rear line of said lot, and a 2.5 x 25 foot utility anchor easement located on the northeasterly and southeasterly front corners of said lot. Easement for sewage pumps, service lines, ingress/egress purposes and appurtenances to the Metropolitan Government of Nashville and Davidson County, Tennessee by instrument of record in Doc. No. 20080516-0050268, said Register's Office. The improvement located on the premises encroaches upon the southern minimum setback line. The Company hereby insures the Insured against actual loss sustained as a result of an order from a Court of competent jurisdiction forcing the removal of the subject encroachment.

This instrument is executed on behalf of Fletcher D. Foster by Dennis J. Johnson pursuant to a Power of Attorney executed by him on the 26th day of August, 2009 of record in Instrument No. 20090831-0081505 Register's Office for Davidson, County, Tennessee. The affidavit of said Attorney in Fact is attached as "Exhibit A' to this instrument and incorporated herein by reference

This is improved property, known as: 1825 Laurel Ridge Drive, Nashville, Tennessee 37215

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, Grantee's heirs or assigns, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seised and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out.

GRANTOR FURTHER COVENANTS and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS THE EXECUTION HEREOF this 27th day of August, 2009 .

Fletcher D. Foster By: Dennis J. Johnson, Atty-in-Fact

Dennis J. Johnson

State of TENNESSEE

County of DAVIDSON

On this 27th day of August, 2009, before me the undersigned authority, personally appeared **Dennis J. Johnson**, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged the execution as a free act and deed.

CHRISTY W. IVEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires: **My Commission Expires May 2, 2011**

Notary

State of TENNESSEE

County of DAVIDSON

AFFIDAVIT

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is: $4,000,000.00

Affiant

Sworn and subscribed before me this 27th day of August, 2009

My Commission Expires: ~~2/28/2010~~

CHRISTY W. IVEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Notary Public

My Commission Expires May 2, 2011

State of Tennessee
County of Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named , **Dennis J. Johnson** with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument on behalf of **Fletcher D. Foster** , as Attorney-in-Fact, as the free act and deed of the said Principal(s).

Witness my hand and official seal at Nashville, Tennessee, this 27th day of August, 2009

Notary Public

My Commission Expires:

CHRISTY M. IVEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires May 2, 2011

EXHIBIT "A"

To
Warranty Deed

FROM: Fletcher D. Foster , unmarried Dennis J. Johnson , unmarried

TO: J R Y S W Trust

State of Tennessee
County of Davidson

AFFIDAVIT

The undersigned Affiant, being first duly sworn, deposes and says as follows:

1. That the document to which this affidavit is exhibited is executed by the undersigned as attorney-in-fact for the principal(s) thereon shown.

2. That this execution is proper and within the scope of the power-of-attorney referenced in the instrument.

3. Pursuant to the provisions of *Tennessee Code Annotated,* Section 34-6-105(c), of the Uniform Durable Power of Attorney Act, the undersigned Affiant certifies that at the time of execution of said document the Affiant had no knowledge or notice of the termination of the power-of-attorney, either by revocation or by a principal's death, disability, or incapacity.

Further the Affiant Saith not.

Dennis J. Johnson, Affiant

Sworn to and subscribed before me this 27th day of August, 2009

Notary Public

My Commission Expires:

CHRISTY M. IVEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires May 2, 2011