BILL GARRETT, Davidson County
Trans:T20100009562 DEEDWARRSP
Recvd: 02/17/10 14:51 3 pgs
Fees:18.00 Taxes:458.43
20100217-0012186

This Instrument Prepared By
Murfree & Murfree, PLLC, Attorneys
805 S. Church Street, Suite 21
Murfreesboro, Tennessee 37130
From information furnished by the parties

Name and Address of New Owner:

Land Development.Com, Inc.
202 Page Road
Nashville, TN 37205

Send Tax Bills To:

Same

Tax Map 174-ll; Group A; Parcel 404

SPECIAL WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF DAVIDSON

FOR AND IN THE CONSIDERATION of TEN AND NO/100 ($10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, **MIDSOUTH BANK**, has this day bargained and sold and does hereby transfer and convey unto **LAND DEVELOPMENT.COM, INC.**, its successors and assigns, forever, the following described real estate situated in Davidson County, Tennessee, and being more particularly described as follows, to-wit:

Being all of Lot No 412, Final Plat Cluster-Lot Subdivision, Cane Ridge Farms, Phase Six, Section Two, according to plat appearing of record in Instrument No. 20060216-0018813 and 20060531-0063598, of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details of said lot.

Being the same property conveyed to MidSouth Bank, by substitute trustee's deed of record as Instrument No. 20080721-0074449 in the Register's Office of Davidson County, Tennessee.

This conveyance is made subject to all restrictions, covenants, easements and setback lines that are applicable to the above-described property, and of record, and to all zoning restrictions of the appropriate governmental body.

THE PROPERTY CONVEYED HEREIN IS "AS-IS", "WHERE IS", WITH ALL FAULTS. Grantee acknowledges and agrees that no representations or warranties have been made by Grantor, or by any person, firm or agent acting or purporting to act on behalf of Grantor, as to (i) the presence or absence on or in the Property of any particular materials or substances (including, without limitation, underground tanks, asbestos, petroleum, hydrocarbons or hazardous or toxic substances), (ii) the condition or repair of the Property or any portion thereof, (iii) the value, expense of operation or income potential of the Property, or (v) any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation or income potential thereof. The Grantee accepts the Property in its "AS IS" condition, with all faults, know or unknown, patent or latent. Grantor shall have no liability for the condition of the Property from and after the Closing. Grantee releases, discharges and covenants not to sue Grantor, including its officers, directors and employees, successors and assigns, from any and all suits, penalties, costs, damages, or any other losses, liabilities or claims arising out of or related to the environmental condition or the presence of underground tanks, hazardous materials or substances on, under or about the Property, including, but not limited to, claims, liability or loss arising

from the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, other federal and state environmental laws, and common law. The release and covenant not to sue by Grantee extends also to any action or claim originally commenced against Grantee by any other party, including government entities.

TO HAVE AND TO HOLD said real estate, together with all of the appurtenances, estate and title thereunto belonging unto the said grantee, its successors and assigns, forever.

The undersigned covenants and binds itself, its successors and representatives, to warrant and forever defend the title to said real estate unto the said grantee, its successors and assigns, against the lawful claims of all persons, claiming by, through or under it, but not further or otherwise

Possession of said real estate is to be given by the grantor to the grantee upon delivery of this deed.

WITNESS THE HAND of the undersigned on this the 10 day of February, 2010.

MIDSOUTH BANK

By: _____
Title: VP MidSouth Bank

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Ronnie Murphy, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the vice president of MidSouth Bank, and that he executed the foregoing instrument for the purposes therein contained by signing the name of the Bank by himself as such vice pres. dent.

WITNESS MY HAND and official seal at my office on this the 10th day of Feb., 2010.

_____
Notary Public

My commission expires: 1/24/2012

M. B. MURFREE IV
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY, TENN.

"GRANTEE"

LAND DEVELOPMENT.COM, INC.

By: _____

Title: _____

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, ARDAVAN AFRAKHTEH, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of LAND DEVELOPMENT.COM, INC., the within named bargainor, a corporation, and he as such President, being authorized so to do, executed the foregoing instrument (SPECIAL WARRANTY DEED) for the purposes therein contained by signing the name of the corporation by himself as such President.

WITNESS MY HAND and official seal at my office on this the 10th day of Feb., 2010.

M.B. Murfree IV
Notary Public

My commission expires: 1/24/2012

M. B. MURFREE IV
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $123,900.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me,
this 10th day of Feb., 2010.

M.B. Murfree IV
Notary Public

My commission expires: 1/24/2012

M. B. MURFREE IV
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY, TENN.