BILL GARRETT, Davidson County
Trans:T20100014581 DEEDWARRSP
Recvd: 03/11/10 12:35 6 pgs
Fees:33.00 Taxes:10730.00
20100311-0018709

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
James H. Benson & Judy L. Benson 3806 Leanna Road Murfreesboro, Tennessee 37129	Map-Par. 075-00-0-168.00	New Owner
This instrument prepared by: Bradley Arant Boult Cummings LLP (JTT) 1600 Division Street, Suite 700, Nashville, TN 37203		

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, The Lincoln National Life Insurance Company, an Indiana corporation, successor by merger to Jefferson-Pilot Life Insurance Company, a North Carolina corporation ("Grantor"), has bargained and sold, and by these presents transfers and conveys to James H. Benson & Judy L. Benson (collectively, "Grantee"), Grantee's heirs, successors and assigns, the real property described in Schedule 1, which is attached hereto and incorporated herein by reference, including without limitation, all rights, easements and privileges appurtenant to said real property, all buildings, structures, fixtures and other improvements located on said real property, and all of Seller's interest, if any, in the land lying beneath the roads and rights-of-way adjoining the real property, (all of the foregoing being collectively referred to as the "Property").

A new legal description was not prepared for this transaction. The legal description is the same as the previous instrument of record.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the matters described on Schedule 2, attached hereto and incorporated herein by reference, but only to the extent that such matters are valid, existing and actually affect the Property, and the matters set forth in this Deed (collectively, the "Permitted Encumbrances"):

This is improved property commonly known as 5006 Old Hickory Boulevard, Hermitage, Tennessee.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's heirs, successors and assigns, forever.

Grantor covenants with the Grantee, its heirs, successors and assigns, that the Property is free from all encumbrances made or suffered by Grantor, except the Permitted Encumbrances.

Grantor covenants and binds itself and its heirs, successors and assigns, to warrant and forever defend the title to the Property to the Grantee, Grantee's heirs, successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, except (i) claims arising under or by virtue of the Permitted Encumbrances, and (ii) Grantor makes no warranty as to the amount of acreage in the Property.

EXCEPT FOR THE REPRESENTATIONS, WARRANTIES, GUARANTEES AND ASSURANCES EXPRESSLY SET FORTH IN THAT CERTAIN PURCHASE AND SALE

AGREEMENT BETWEEN GRANTOR AND GRANTEE DATED AS OF THE 11th DAY OF FEBRUARY, 2010, AND THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, IS NOT MAKING AND SPECIFICALLY DISCLAIMS AND NEGATES ANY WARRANTIES, REPRESENTATIONS, GUARANTEES OR ASSURANCES (EXPRESS OR IMPLIED) REGARDING THE PROPERTY, THE LEASE, THE SURVIVING OPERATING AGREEMENTS OR THE WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES, REPRESENTATIONS, GUARANTEES AND ASSURANCES REGARDING: (I) THE EXISTENCE OF ANY HAZARDOUS SUBSTANCES ON, UNDER OR ABOUT THE PROPERTY; (II) THE ENVIRONMENTAL CONDITION OF THE PROPERTY; (III) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY; (IV) THE QUALITY, NATURE, ADEQUACY OR CONDITION OF THE SOILS AND GROUNDWATER AT THE PROPERTY; (V) THE EXISTENCE, QUALITY, NATURE, ADEQUACY OR CONDITION OF ANY UTILITIES AT OR NEAR THE PROPERTY; (VI) THE CURRENT OR FUTURE INCOME OR EXPENSES OF THE PROPERTY; (VII) THE VALUE, PROFITABILITY, HABITABILITY, SUITABILITY, MERCHANTABILITY, MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (VIII) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY; (IX) THE EXISTENCE OF ANY PENDING OR THREATENED TAKING OF ALL OR A PORTION OF THE PROPERTY BY CONDEMNATION OR EMINENT DOMAIN; (X) THE PROPERTY'S COMPLIANCE WITH ANY LEGAL REQUIREMENTS OR ANY COVENANT, CONDITION, RESTRICTION OR OTHER ENCUMBRANCE; OR (XI) THE CONDITION OF TITLE TO THE PROPERTY OR THE NATURE, STATUS OR EXTENT OF ANY EASEMENT, RIGHT OF WAY, ENCUMBRANCE, LICENSE, RESERVATION OR OTHER MATTER AFFECTING TITLE TO THE PROPERTY. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT IT IS PURCHASING THE PROPERTY "AS IS, WHERE IS" WITH ALL FAULTS AND ALL LATENT OR PATENT DEFECTS.

EXCEPT FOR CLAIMS ARISING OUT OF GRANTOR'S BREACH OF THE WARRANTIES SET FORTH THIS DEED, GRANTEE, ON BEHALF OF ITSELF, ITS SUCCESSORS AND PARTIES CLAIMING BY, THROUGH OR UNDER GRANTEE, HEREBY WAIVES, RELEASES AND DISCHARGES GRANTOR FROM ALL CLAIMS THAT GRANTEE, ITS SUCCESSOR OR PARTIES CLAIMING BY, THROUGH OR UNDER GRANTEE HAS OR MAY HAVE AGAINST GRANTOR RELATING TO THE PROPERTY, WHETHER KNOWN OR UNKNOWN, EXISTING OR ARISING IN THE FUTURE, INCLUDING, NOT LIMITED TO, CLAIMS ARISING OR RESULTING FROM: (I) STATEMENTS OR OPINIONS MADE BY SELLER OR ANY OF ITS AGENTS, EMPLOYEES, PROPERTY MANAGERS, CONTRACTORS OR REPRESENTATIVES; (II) THE PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY; OR (III) THE EXISTENCE OF ANY HAZARDOUS SUBSTANCES ON, UNDER OR ABOUT THE PROPERTY OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT PURCHASER, ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, IS WAIVING, RELEASING AND DISCHARGING ALL CLAIMS FOR CONTRIBUTION OR INDEMNITY THAT PURCHASER OR ITS SUCCESSORS AND ASSIGNS HAS OR MAY HAVE AGAINST SELLER, WHETHER KNOWN OR UNKNOWN, EXISTING OR ARISING IN THE FUTURE, BASED, IN WHOLE OR IN PART, UPON THE PRESENCE ON OR DISCHARGE FROM THE PROPERTY OF HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONTAMINATION, INCLUDING WITHOUT LIMITATION, CLAIMS THAT MAY ARISE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED 42 U.S.C. § 9601 ET SEQ.

As used herein, "Hazardous Substances" means all hazardous or toxic substances, materials and wastes and all pollutants, contaminants and other substances which are now or hereafter listed, defined, or regulated under applicable law.

IN WITNESS WHEREOF, the Grantor has executed this Deed this 8th day of March, 2010.

GRANTOR:

The Lincoln National Life Insurance Company,
an Indiana corporation

By: Nicholas D R Heinzelmann
Name: Nicholas Heinzelmann
Title: Assistant Vice President

State of North Carolina

County of Guilford

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, Nicholas Heinzelmann, 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 Assistant Vice President of The Lincoln National Life Insurance Company, and Indiana corporation, the within named bargainor, and that he as such Asst. Vice President being authorized to do so, executed the foregoing instrument, for the purposes therein contained by signing the name of the corporation by himself as such officer.

Witness my hand seal at office this 9th day of March, 2010.

M. ELIZABETH GOFF-PLOURD NOTARY PUBLIC ROCKINGHAM COUNTY, NC

M. Elizabeth Goff-Plourd
Notary Public

My Commission Expires: 6/1/2011

STATE OF Davidson Tennessee
COUNTY OF Davidson

The actual consideration or value, which is greater, for this transfer is $2,900,000.00.

Heather K. Iverson
Affiant

Subscribed and sworn to before me this 10th day of March, 2010.

Chloe T. Shafer
Notary Public
My Commission Expires: 9/25/10

CHLOE T. SHAFER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires SEPT. 25, 2010

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057510-500

SCHEDULE 1

PROPERTY DESCRIPTION

Land in Davidson County, Tennessee, being Lot(s) 4, as shown on the map entitled the Plan of Resubdivision of Lots 4 & 5, Hermitage Market Place, of record in Plat Book 8250, page 748, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Together with rights, benefits and uses derived from that perpetual non-exclusive easement for parking and vehicular and pedestrian ingress and egress, among other rights as conveyed in that certain Agreement Concerning Access Driveways of record in Book 10484, page 821 of the Register's Office for Davidson County Tennessee and that certain Declaration of Easements, Restrictive Covenants, Conditions and Restrictions of record in Book 10202, page 607; and Book 10484, page 833, of said Register's Office.

Being the same property conveyed to JEFFERSON-PILOT LIFE INSURANCE COMPANY, A NORTH CAROLINA CORPORATION, by deed from M & M TENNESSEE INVESTMENTS, L.P., A TENNESSEE LIMITED PARTNERSHIP, of record in Book 10679, page 83, dated November 7, 1997, said Register's Office. Evidence of the merger of Jefferson-Pilot Life Insurance Company, a North Carolina corporation into The Lincoln National Life Insurance Company, an Indiana corporation is recorded as Instrument No. 20100311-0018708, said Register's Office.

SCHEDULE 2

PERMITTED ENCUMBRANCES

1. General or special taxes and assessments required to be paid in the year 2010 and subsequent years for Map-Par. 075-00-0-168.00.

2. Matters shown on the Plan of record in Plat Book 8250, page 748, said Register's Office.

3. Storm Water Detention Agreement of record in Book 7323, page 649, said Register's Office.

4. Terms, Provisions, and Conditions contained in the Declaration of Covenants, Conditions, Liens, Easements and Restrictions, including, but not limited to, easements, assessments, special assessments, charges and liens, contained in an instrument of record in Book 10202, page 607, and Book 10484, page 833, said Register's Office.

5. Terms and Conditions for the Agreement Concerning Access Driveways of record in Book 10484, page 821, said Register's Office.

6. Easement granted to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 5647, page 515, said Register's Office.

7. Terms, provisions, requirements, conditions, obligations, agreements, and stipulations contained in the lease from M & M Tennessee Investments, L.P., a Tennessee limited partnership to Walgreen Co., an Illinois corporation, of record in Book 10551, page 618, said Register's Office.

8. Ratification Agreement of record in Book 10792, page 298, said Register's Office.

9. All matters which would be disclosed by an accurate survey of the Property.