THIS INSTRUMENT PREPARED FOR RECORDING BY:
SHANKS & BLACKSTOCK, ATTYS.
406 UNION AVE., SUITE 600
KNOXVILLE, TN 37902

The preparer of this Deed makes no representation as to the status of the title of the property described herein or as to the accuracy of the description.

CORPORATION QUIT CLAIM DEED

THIS INDENTURE, made this 23rd day of December, between **CLAYTON BANK AND TRUST,** a corporation organized and existing under the laws of the State of Tennessee with its principal place of business in Knox County, Tennessee, First Party, and **HERMITAGE PROPERTIES LLC, a Tennessee limited liability company** Second Party.

WITNESSETH:

That said First Party, for and in consideration of the sum of ONE AND NO/100ths DOLLARS ($1.00) and other good and valuable consideration to it in hand paid by Second Party, the receipt of which is hereby acknowledged, has granted, bargained, sold, remised, released, and QUIT CLAIMED, and does hereby bargain, sell, remise, release, and QUIT CLAIM unto the said Second Party the following described premises, to-wit:

SITUATED in Councilmanic District Eleven (11) of Davidson County, Tennessee, and a portion of that property conveyed to Old Hickory Credit Union by Book 8208, Page 528, in the Register's Office for Davidson County, Tennessee, and more accurately described according to a survey dated August 27, 2001 by Tommy E. Walker, Registered Land Surveyor No. 1465, as follows:

THE NAME AND ADDRESS OF A PROPERTY OWNER:
HERMITAGE PROPERTIES, LLC
4108 MALONEY ROAD
KNOXVILLE, TN 37920

PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF TAXES:
SAME

PARCEL ID NO. 04400002600

BILL GARRETT, Davidson County
Trans:T20100081209 DEEDQC
Recvd: 12/28/10 10:00 3 pgs
Fees:17.00 Taxes:0.00
20101228-0102554

BEGINNING at an iron pin in the Northerly margin of Robinson Road, said pin being the most Southerly corner of the herein-described tract and a common corner to that property conveyed to Edward Gayle Robinson, et ux (Book 6973, page 990, RODC,TN); thence with said margin and a curve to the right (R = 1392.40 feet; I = 19 deg. 17 min. 13 sec., LC = 466.50 feet, CB = North 33 deg. 13 min. 10 sec. West) for a curve distance of 468.71 feet to an iron pin; thence North 25 deg. 00 min. 16 sec. West 79.34 feet to an iron pin; thence North 17 deg. 46 min. 44 sec. West 334.18 feet to an iron pin in the Southeasterly margin of Industrial Drive; thence with the same, North 13 deg. 15 min. 51 sec. East 312.23 feet to an iron pin; thence now leaving said margin, South 44 deg. 36 min. 55 sec. East 243.93 feet to an iron pin thence North 55 deg. 46 min. 45 sec. East 363.15 feet to an iron pin in the Southwesterly line of Old Hickory, TN/AHPC (Book 9954, Page 178, RODC, TN); thence with the same, South 44 deg. 36 min. 55 sec. East 503.23 feet to an iron pin in the Northwesterly line of Maude R. Hopkins, et al (Book 6727, Page 496, RODC, TN); thence South 19 deg. 51 min. 15 sec. West 455.98 feet to a railroad rail corner; thence South 46 deg. 55 min. 29 sec. West 480.10 feet to the point of **BEGINNING**, containing 13.997 acres, more or less.

BEING the same property conveyed to Clayton Bank and Trust by Rick Piliponis, Substitute Trustee, by Substitute Trustee's Deed, dated May 27, 2009, and recorded as Instrument No. 20090527-0048711, in the Register's Office for Davidson County, Tennessee.

THIS conveyance is made subject to applicable restrictions, all existing easements, and to Charter rights of the railroad, if any, in and to the above described property/

The above description is the same as the previous deed of record, no boundary survey having been made at the time of this conveyance.

IT IS AGREED BETWEEN THE FIRST PARTY AND THE SECOND PARTY THAT THE SAID SECOND PARTY ACCEPTS THE ABOVE PROPERTY AND ANY IMPROVEMENTS THEREON IN THE CONDITION AS THEY NOW EXIST AND THE FIRST PARTY MAKES NO WARRANTIES OR COVENANTS AS TO THE CONDITION OF ANY STRUCTURE OR PROPERTY OR ANY IMPROVEMENTS THEREON OR ANY IMPROVEMENTS NOT COMPLETED.

and all the estate, right, title and interest of the party of the First Part therein, with the hereditaments and appurtenances thereto appertaining, herby releasing all claim to Homestead and Dower therein to the said party of the second part, his heirs and assigns forever.

Whenever in this instrument a pronoun is used, it shall be construed to represent either singular or plural, as the case may demand.

Whenever in this instrument a pronoun is used it shall be construed to represent either singular or plural, as the case may demand.

IN WITNESS WHEREOF, the said First Party has caused this instrument to be executed by the Officer or Officers hereinbelow designated by authority of its Board of Directors, the day and year first above written.

CLAYTON BANK AND TRUST

By: _____
Travis K. Edmondson, SVP and Attorney

STATE OF TENNESSEE)

: ss.

COUNTY OF KNOX)

Before me the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared TRAVIS K. EDMONDSON, 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 Senior Vice President and Attorney of the **CLAYTON BANK AND TRUST**, the within named bargainor, a corporation, and that he as such Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Officer.

Witness my hand and seal at office, this 23rd day of December, 2010.

_____
NOTARY PUBLIC for the State of Tennessee

RHONDA BOWEN STATE OF TENNESSEE NOTARY PUBLIC Comm. Exp. 6-6-2011 KNOX COUNTY

My Commission Expires:
6/6/2011

I hereby swear or affirm that the actual consideration or the value of this transfer, whichever is greater, is $ 0 . Affiant _____.

Subscribed and sworn to before me this 23rd day of December, 2010.

NOTARY PUBLIC _____
My Commission Expires: 6/6/2011

RHONDA BOWEN STATE OF TENNESSEE NOTARY PUBLIC Comm. Exp. 6-6-2011 KNOX COUNTY