RETURN TO
ROBERT L. SCRUGGS ATTORNEY
2525 21ST AVE. S, 2ND FLOOR
NASHVILLE, TENNESSEE 37212

BILL GARRETT, Davidson County
Trans:T20110075697 DEEDWARRSP
Recvd: 12/01/11 10:20 3 pgs
Fees:18.00 Taxes:74.00
20111201-0093495

Prepared by T. Jake Wolaver
Tisher & Wolaver, PLLC
P.O. Box 1431
Columbia, Tennessee 38402-1431

Return to Robert L. Scruggs, Attorney

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, this indenture entered into between Community First Bank & Trust, FIRST PARTY, which expression shall include heirs, assigns and personal representatives, and Richland South, LLC, SECOND PARTY, which expression shall include heirs, assigns and personal representatives.

WITNESSETH:

For the consideration of the sum of TEN DOLLARS ($10.00), and other good and valuable considerations, the receipt of all of which is hereby acknowledged, FIRST PARTY conveys unto SECOND PARTY the following described property:

> Beginning at a point in the center of a lane running east and west, and also center of a lane running North and South, and being the southwest corner of Lot No. 10 and running from said beginning point along the center line of the north and south lane degrees and distances as follows: north 1 ½ degrees east 632 feet to a point opposite an old fence, which point is L. Carper's southwest corner thence along the old fence, Carper's south boundary south 88 ½ degrees east 633 feet to a fence corner; thence with the fence south 1 ½ degrees west 740 feet to a point in the center of the lane, the southeast corner of this tract and the southwest corner of Lot No. 1 in said subdivision, which is now owned by Mrs. Morton; thence along the center of the lane, north 78 degrees 45 minutes west 650 feet, to the point of beginning, containing ten acres, more or less.
>
> Being the same property conveyed to FIRST PARTY herein by deed of record in Instrument No. 20101101-0086992, Register's Office of Davidson County, Tennessee.
>
> Same Description as Previous Deed.
>
> Map 163-00-0-002.00.
>
> This deed has been prepared solely upon information furnished by the FIRST PARTY. There has been no examination of the title by the preparer who assumes no responsibility for the accuracy of the information shown herein.

FIRST PARTY COVENANTS with SECOND PARTY that it has lawfully seized and possessed of said real estate and that FIRST PARTY has a good and lawful right to convey the same,

and that it is unencumbered except as follows: current year's property taxes which will be prorated as of the date of this deed and paid by FIRST PARTY; utility and drainage easements, building setback lines and other matters as shown on plat of record; and all other matters of public record.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto, including all of FIRST PARTY's right, title and interest in and to adjacent streets, alleys and rights of way, subject to the foregoing encumbrances, unto SECOND PARTY and SECOND PARTY's heirs, successors and assigns forever. FIRST PARTY does hereby bind itself and its successors to warrant and forever defend the Property unto SECOND PARTY and SECOND PARTY's heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under FIRST PARTY, but not otherwise.

EXCEPT FOR THE LIMITED WARRANTY OF TITLE HEREIN CONTAINED, SECOND PARTY ACKNOWLEDGES THAT FIRST PARTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY OTHER REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF HABITABILITY. SECOND PARTY FURTHER ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

By acceptance of this Special Warranty Deed, SECOND PARTY agrees to and accepts all of the foregoing matters.

IN WITNESS WHEREOF, this conveyance has been executed on the 30th day of November, 2011.

Community First Bank & Trust

By: Mary Bennie Wilson

Mary Bennie Wilson, Senior Vice President

"FIRST PARTY"

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, Mary Bennie Wilson, with whom I am personally acquainted, and who acknowledged under oath that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is a Senior Vice President and of Community First Bank & Trust and is authorized by the maker to execute this instrument on behalf of the maker.

MELODY M. JENKINS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Given under my hand and official seal, this 30th day of November, 2011.

My commission expires:

Notary Public

My Commission Expires MAR 3, 2014

STATE OF TENNESSEE - DAVIDSON COUNTY

I hereby affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $20,000.00.

Affiant

Subscribed and sworn to before me this 30th day of November, 2011.

ROBERT L. SCRUGGS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires MAY 6, 2013

My commission expires:

Notary Public

NEW PROPERTY OWNER:

Richland South, LLC

409 Hope Avenue

Franklin, TN 37067

PERSON(S) RESPONSIBLE FOR TAXES:

Same As New Owner.

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