BILL GARRETT, Davidson County
Trans:T20120071610 DEEDWARRSP
Recvd: 09/24/12 08:57 2 pgs
Fees:13.00 Taxes:77.70
20120924-0086346

G#24341-2
150140D02400CO

BOX #14

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $21,000.00.

Affiant

Subscribed and sworn to before me this the 20th day of September, 2012.

My Commission Expires: May 5, 2015

Notary Public

THIS INSTRUMENT PREPARED BY:
JOHN T. COOK, P.C., 2927 Berry Hill Drive, Nashville, Tennessee 37204

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:
Keeneland Partners, LLC	"New Owner"
(Name)	(Name)
421 East Iris Drive, Suite 300	
(Street Address)	(Street Address)
Nashville, TN 37204	
(City) (State) (Zip Code)	(City) (State) (Zip Code)

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named "Grantee", and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, **Avenue Bank**, hereinafter called the "Grantor", has bargained and sold, and by these presents does transfer and convey unto **Keeneland Partners, LLC, a Tennessee limited liability company**, hereinafter called the "Grantee", its successors and/or 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. 108 on the Plan of Keeneland Downs, Phase One, RS 10 Cluster Lot Subdivision, a Planned Unit Development, as of record in Instrument No. 20070612-0070162, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description thereof.

BEING part of the same property conveyed to Avenue Bank by Trustee's Deed dated December 17, 2008, from Jack F. Stringham, II, Substitute Trustee, of record in Instrument No. 20081217-0120985, Register's Office for Davidson County, Tennessee.

THE conveyance of the above described parcel of land is subject to the following:

1. Taxes for the year 2012, which have been prorated and assumed by the Grantee herein, and subsequent years, not yet due and payable;

2. All matters shown on the Plan of record in Instrument No. 20070612-0070162, said Register's Office;

3. Declaration of Restrictive Covenants of record in Instrument No. 20050428-0047256 and Supplementary Declaration of Restrictive Covenants for Keeneland Downs, of record in Instrument No. 20100329-0023418, Register's Office for Davidson County, Tennessee;

4. Right-of-Way Easements to Davidson County, Tennessee, of record in Book 2544, Page 388, and in Book 2544, Page 450, Register's Office for Davidson County, Tennessee;

5. Right-of-Way Easement to Colonial Pipeline Company, of record in Book 3570, Page 15, Register's Office for Davidson County, Tennessee;

6. Storm Water Detention Agreement of record in Instrument No. 20051026-0129107, said Register's Office;

7. Easement to BellSouth Telecommunications, Inc., of record in Instrument No. 20070625-0075335, Register's Office for Davidson County, Tennessee;

8. Declaration of Public Utility Easement Agreement with Covenants and Restrictions of record in Instrument No. 20080312-0024884, Register's Office for Davidson County, Tennessee; and,

9. Charter of Keeneland Downs Homeowners' Association, Inc., of record in Instrument No. 20100329-0023419, Register's Office for Davidson County, Tennessee.

THIS is property, known as: 4913 Secretariat Drive, Antioch, TN 37013.

TO HAVE AND TO HOLD the above described property together with all the rights of appurtenances thereto in any form belonging unto the said Grantee, and the successors and/or assigns of said Grantee, forever; and except as to the reservations from and exceptions set forth in this instrument, Grantor does hereby bind itself and its successors and/or assigns, to warrant and forever defend the title to the said Grantee, its successor and/or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under the Grantor, but not otherwise.

Without limiting the foregoing warranty of title, Grantor makes no warranties or representations, oral or written, express or implied, concerning the condition or value of the property, or the improvements located thereon (if any), including, but limited to, any warrant of habitability, merchantability or fitness for any purpose. Grantee has carefully inspected the property, and by acceptance of this Deed, accepts the property "as is" and "where is" in its present conditions. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor has caused its name to be affixed hereto, by its duly authorized officer, on this 20th day of September, 2012.

AVENUE BANK

BY: _____
James P. McCann, Executive Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared James P. McCann, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon his oath, acknowledged himself to be the ~~Senior~~ Executive Vice President of Avenue Bank, the within-named bargainor, a banking corporation, and that he, as such ~~Senior~~ *Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the banking corporation by himself as such officer. *Executive

Witness my hand and official seal at office at Nashville, Tennessee, on this the 20th day of September, 2012.

My Commission Expires: November 15, 2015

_____
Notary Public

KG/Avenue Bk keeneland.sd

DIANA AUBIN
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY, TENN.