BILL GARRETT, Davidson County
Trans:T20120076800 DEEDWARRSP
Recvd: 10/10/12 09:07 5 pgs
Fees:28.00 Taxes:1572.50
20121010-0092658

SPECIAL WARRANTY DEED

This Instrument Was Prepared By and Return To:
Perrone & Young, Attorneys At Law
109 Westpark Drive, Suite 330, Brentwood, TN 37027

Address New Owner:	Send Tax Bills To:	Map-Parcel No.:
Pro H2O Auto Wash, LLC, a Tennessee limited liability company 1077 Woods Ferry Rd. Lebanon, TN 37087	New Owner	Map-Par. 163 00 0 203.00

State of Tennessee)
County of Williamson)

The actual consideration or value for this transfer, whichever is greater is $425,000.00

Affiant

HILLARY TORRENCE
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

Sworn to and subscribed before me this 1st day of October, 2012.

Notary Public
My commission expires: 12-10-12

Preston H. Wright and Lynda D. Wright, husband and wife, as joint tenants with rights of survivorship (the "Grantors"), for and in consideration of Ten and 00/100ths Dollars ($10.00) and other good and valuable consideration, the receipt and legal sufficiency of all of which are hereby acknowledged, and in further consideration of the satisfaction of Grantors' liability under that certain Promissory Note (herein "Note"), more specifically described on **Exhibit A** hereto, executed and delivered by Grantors and payable to the order of **PrimeTrust Bank n/k/a Pinnacle National Bank, as further assigned to Fortuna Partners, LLC, a Tennessee limited liability company**. Grantors do hereby grant, bargain, sell and convey unto **Pro H2O Auto Wash, LLC, a Tennessee limited liability company**, its successors and assigns forever, all that certain tract, piece or parcel of land, together with the buildings and improvements thereon, erected, situated, lying and being in the County of Davidson, State of Tennessee, and more particularly described on **Exhibit B** hereto (the "Real Property"):

The above described property is improved property known as **5307 Cane Ridge Rd., Antioch, TN 37013**.

Notwithstanding the above release of Grantors from all liability under all of the liens and security interests evidencing or securing payment of the Note, the Mortgage shall remain valid and in full force and effect unless and until released by Grantee, it being the intention of the parties that there shall be no merger of any said liens with the title or other interest of Grantee by virtue of this conveyance, and the parties provide that each such interest in the liens on one hand and the title on the other shall be and remain at all times separate and distinct.

TO HAVE AND TO HOLD, the aforesaid Real Property, with all and singular the hereditaments and appurtenances of and to the same belonging or in anywise appertaining unto the said Grantee, its successors and assigns forever in fee simple.

Grantors, for themselves, and for their heirs and assigns, do hereby covenant and agree to and with the Grantee, that they are lawfully seized and possessed of the Real Property; that they have full

power and lawful authority to sell and convey the same; that title thereto is free, clear and unencumbered, except as those matters subject to taxes for the current year, any and all zoning regulations, restrictions, setback lines, easements, and encumbrances of record, if any, as may affect the premises; and any and all matters shown on **Exhibit C** (the "Permitted Exceptions") herein, and, that they will forever warrant and defend the same against the lawful claims of all persons claiming by, through or under them.

This Special Warranty Deed is an absolute conveyance of Grantors' right, title and interest in the aforesaid Real Property and is not intended as a mortgage, trust, conveyance or security of any kind. The consideration therefore, in addition to that set forth above, is the full release and discharge of all debts, obligations and charges heretofore subsisting on account of and by the terms of that certain Deed of Trust between Preston H. Wright and Lynda D. Wright, husband and wife, as Grantor, Jason K. West, as Trustee, and PrimeTrust Bank n/k/a Pinnacle National Bank, as beneficiary, dated December 21, 2007, in the original principal sum of and No/100ths Dollars ($575,000.00), of record in Instrument No. 20071227-0147877, in the Register's Office for Davidson County, Tennessee; and further Assigned to Fortuna Partners, LLC, a Tennessee limited liability company of record in Instrument No. 20120702-0057772, in the Register's Office for Davidson County, Tennessee; and the Note secured thereby; this conveyance completely satisfying said obligations given in connection therewith and any effect thereof in all respects.

IN WITNESS WHEREOF, Grantors have executed this instrument on October 1, 2012.

Preston H. Wright

Lynda D. Wright

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of said County and State, personally appeared **Preston H. Wright and Lynda D. Wright**, the bargainor(s) with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 1st day of October, 2012.

Notary Public

My Commission Expires: 11/4/13

ROY C. DESHA, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

EXHIBIT A – to Deed

[Note]

Promissory Note, dated December 21, 2007, executed by Preston H. Wright and Lynda D. Wright, payable to the order of PrimeTrust Bank n/k/a Pinnacle National Bank, in the original principal amount of $575,000.00; as further Assigned to Fortuna Partners, LLC, a Tennessee limited liability company; together with any modifications, extensions, and amendments attached thereto.

EXHIBIT B – to Deed

[Real Property]

Tract One:

Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of Cloverleaf Estates, Section 3, of record in Book 4460, Page 112, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete and accurate description.

Tract Two:

Land in the 5th Civil District of Davidson County, Tennessee, more particularly described as follows:

Beginning at a concrete monument at the southwesterly corner of Lot 3 of Cloverleaf Estates, Section 3, of record in Book 4460, Page 112, Register's Office for said County; thence, North 86 degrees 44 minutes 30 seconds West, a distance of 90.17 feet to an iron pin; thence, North 0 degrees 31 minutes West, a distance of 195.89 feet to an iron pin at the southwest corner of Lot 1 of Cloverleaf Estates, Section 1, of record in Book 3700, Page 99, Register's Office for said County; thence, along the southerly boundary of said Lot 1, Cloverleaf Estates, Section 1, South 89 degrees 19 minutes East, a distance of 90.0 feet to a concrete monument at the northwesterly corner of said Lot 3 Cloverleaf Estates, Section 3; thence, along the westerly boundary of said Lot 3, Cloverleaf Estates, Section 3, South 0 degrees 31 minutes East, a distance of 199.9 feet to the point of beginning.

Being the same property conveyed to Preston H. Wright and Lynda D. Wright, husband and wife, as joint tenants with rights of survivorship, by Quitclaim Deed from Splash Express, G.P., a Tennessee General Partnership, by Preston H. Wright surviving partner and Preston H. Wright, individually, dated December 21, 2007, of record in Instrument No. 20071227-0147876, said Register's Office. Scrivener's Affidavit of record in Instrument No. 20120606-0049482, said Register's Office.

EXHIBIT C – to Deed

[Permitted Exceptions]

1. Subject to all matters on Plan of record in Plat Book 4460, Page 112, said Register's Office.

2. Restrictive Covenants of record in Book 11323, Page 287, said Register's Office.

3. General or special taxes and assessments required to be paid in the year 2012 and subsequent years for Map-Par. 163 00 0 203.00.