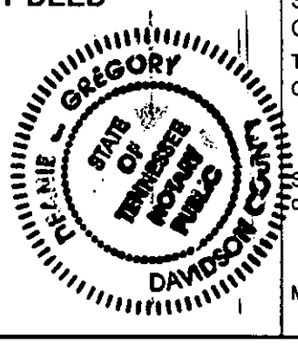
WARRANTY DEED

RETURN TO:
GREATER NASHVILLE
TITLE & CLOSING CO.
200 MADISON STREET
MADISON, TN 37115



STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $49,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 2nd day of August, 2013.

Deanie L. Gregory
Notary Public

MY COMMISSION EXPIRES: 3-3-14

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY

DEANIE L. GREGORY, ATTORNEY AT LAW
GREATER NASHVILLE TITLE AND CLOSING COMPANY
200 MADISON STREET
MADISON, TN 37115

BILL GARRETT, Davidson County
Trans:T20130066716 DEEDWARR
Recvd: 08/05/13 09:51 4 pgs
Fees:23.00 Taxes:181.30

20130805-0081385

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Emerald Creek Properties	Emerald Creek Properties	04405022600
(NAME) P O Box 616	(NAME) P O Box 616	
(ADDRESS) Hendersonville, TN 37077-0616	(ADDRESS) Hendersonville, TN 37077-0616	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEE, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, I, Susan C. Clark, unmarried, HEREINAFTER CALLED THE GRANTOR, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Emerald Creek Properties, A General Partnership, HEREINAFTER CALLED THE GRANTEE, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN Davidson COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

A certain tract or parcel of land located in Davidson County, State of Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, being Lot No. 221 on the Plan of Rayon City, of record in Plat Book 843, Page 13, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed by Warranty Deed dated September 2, 2011, to Susan C. Clark, unmarried, from Stone Ridge Properties, L.L.C., A Tennessee Limited Liability Company, of record in Instrument No. 20110906-0068957, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING: TAXES FOR THE YEAR 2013 AND SUBSEQUENT YEARS THEREAFTER; SUBJECT TO THOSE MATTERS SET FORTH ON THE PLAN OF RAYON CITY, OF RECORD IN PLAT BOOK 843, PAGE 13, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; SUBJECT TO ANY RESTRICTIONS, EASEMENT, ETC., OF PUBLIC RECORD THAT MAY AFFECT SUBJECT PROPERTY.

unimproved ☐

This is improved ☑ property, known as 108 Rayon Dr., Old Hickory, TN 37138

(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, their heirs and assigns forever; and we do covenant with the said GRANTEE that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, their heirs and assigns, against the lawful claims of all persons whomsoever. 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.

Witness my hand this 2nd day of August, 2013.

Susan C. Clark

Susan C. Clark



v. in other such form as is approved in writing by Seller.

A. **Appraisal (Select either 1 or 2 below. The sections not checked are not a part of this Agreement).**

☐ 1. This Agreement IS NOT contingent upon the appraised value either equaling or exceeding the agreed upon Purchase Price.

☒ 2. This Agreement **IS CONTINGENT** upon the appraised value either equaling or exceeding the agreed upon Purchase Price. If appraised value is equal to or exceeds Purchase Price, this contingency is satisfied. If the appraised value of the Property does not equal or exceed the Purchase Price, Buyer may terminate this Agreement by providing written notice to the Seller and providing written proof of the same (for example, this written proof could include, but is not limited to, a copy of appraisal or a signed letter from Lender) via the Notification form or equivalent written notice. Upon termination, Buyer is entitled to refund of the Earnest Money.

B. **Closing Costs and Discount Points.**

1. **Seller Expenses.** Seller shall pay all existing loans and/or liens affecting the Property, including all penalties, release preparation costs, and applicable recording costs; any accrued and/or outstanding association dues or fees; fee (if any) to obtain lien payoff/estoppel letters from any and all associations, mortgage holders or other liens affecting the Property; Seller's closing fee, document preparation fee and/or attorney's fees; fee for preparation of deed; and notary fee on deed. Seller additionally agrees to permit any withholdings and/or to pay any additional sum due as is required under the Foreign Investment in Real Property Tax Act. Failure to do so will constitute a default by Seller.

In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property Tax Act, (hereinafter "FIRPTA"), Seller additionally agrees that such Tax Withholding must be collected from Seller by Buyer's Closing Agent at the time of Closing. In the event Seller is not subject to FIRPTA, Seller shall be required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject to FIRPTA. ***It is Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date regarding such tax matters.***

2. **Buyer Expenses.** Buyer shall pay all transfer taxes and recording fees on deed of conveyance and deed of trust; Buyer's closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment, photo, tax service and notary fees.

3. **Title Expenses.** Cost of title search or abstract, mortgagee's policy and owner's policy shall be paid as follows: By Seller.
Buyer to receive benefit of simultaneous issue.

Not all of the above items are applicable to every transaction and may be modified as follows:

Closing Agency for Buyer: Foundation Title and Escrow, Mt. Juliet

Closing Agency for Seller:

Title Company:
or other Closing Agency as mutually agreed by Seller and Buyer.

C. **Financial Contingency – Loan(s) To Be Obtained.** This Agreement is conditioned upon Buyer's ability to obtain a loan(s) in the principal amount up to 96.5 % of the Purchase Price listed above to be secured by a deed of trust on the Property. "Ability to obtain" as used herein means that Buyer is qualified to receive the loan described herein based upon Lender's customary and standard underwriting criteria. In the event Buyer, having acted in good faith and in accordance with the terms below, is unable to obtain financing, Buyer may terminate this Agreement by providing written notice and a copy of Lender's loan denial letter via the Notification form or equivalent written notice. Upon termination, Buyer is entitled to a refund of the Earnest Money. Lender is defined herein as the financial institution funding the loan.

The loan shall be of the type selected below **(Select the appropriate boxes. Unselected items will not be part of this Agreement):**

☒ Conventional Loan ☐ FHA Loan; attach addendum

☐ VA Loan; attach addendum ☒ Other

STATE OF TENNESSEE

COUNTY OF DAVIDSON

On this 2nd day of August, 2013, before me a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **Susan C. Clark**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

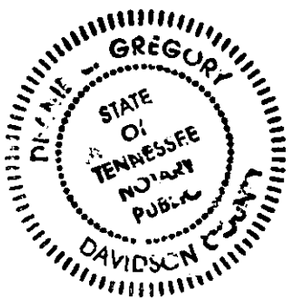
WITNESS my hand and Notary Seal at office the day and year above written.

My Commission Expires:
3-3-14

Notary Public,

Return To:

Greater Nashville Title and Closing Company
200 Madison Street
Madison, TN 37115



Buyer may apply for a loan with different terms and conditions and also Close the transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase any costs charged to Seller. Buyer shall be obligated to Close this transaction if Buyer has the ability to obtain a loan with terms as described herein and/or any other loan for which Buyer has applied and been approved.

Loan Obligations: ***The Buyer agrees and/or certifies as follows:***

(1) Within five (5) days after the Binding Agreement Date, Buyer shall make application for the loan. Buyer shall immediately notify Seller or Seller's representative of having applied for the loan and provide Lender's name and contact information, and that Buyer has instructed Lender to order credit report and appraisal via the Notification form or equivalent written notice;

(2) Within fourteen (14) days after the Binding Agreement Date, Buyer shall warrant and represent to Seller via the Notification form or equivalent written notice that

a. all required Lender deposits, including appraisal cost and credit report, have been paid as evidenced by supporting documentation (e.g. cancelled check, receipt from Lender, letter from loan originator, etc.); and

b. Buyer has available funds to Close per estimates of Lender / loan originator.

(3) Buyer shall pursue qualification for and approval of the loan diligently and in good faith;

(4) Buyer shall continually and immediately provide requested documentation to Lender and/or loan originator;

(5) Unless otherwise stated in this Agreement, Buyer represents that this loan is not contingent upon the lease or sale of any other real property and the same shall not be used as the basis for loan denial; and

(6) Buyer shall not intentionally make any material changes in Buyer's financial condition which would adversely affect Buyer's ability to obtain the Primary Loan or any other loan referenced herein.

Should Buyer fail to timely comply with 2.C.(1) and/or 2.C.(2) above and provide notice as required, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller the requested documentation within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's obligation to sell is terminated.

THIS BOX MUST BE CHECKED IN ORDER FOR IT TO BE A PART OF THIS AGREEMENT.

o **Financing Contingency Waived** (e.g. "All Cash", etc.): Buyer's obligation to close shall not be subject to any financial contingency. Buyer reserves the right to obtain a loan. Buyer will furnish proof of available funds to close in the following manner: _____ (e.g. bank statement, Lender's commitment letter) within five (5) days after Binding Agreement Date. Failure to Close due to lack of funds shall be considered default by Buyer.

3. **Earnest Money.** Buyer has paid or will pay within 3 days after the Binding Agreement Date to _____ (name of Holder) ("Holder") located at _____ (address of Holder), an Earnest Money deposit of $ 1000 by check (OR One Thousand Dollars) ("Earnest Money"). In the event any Earnest Money check is not honored, for any reason, by the bank upon which it is drawn, Holder shall promptly notify Buyer and Seller. Buyer shall have one (1) day after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds, Seller shall have the right to terminate this Agreement upon written notice to Buyer via the Notification form or equivalent written notice. Earnest Money is to be deposited promptly after the Binding Agreement Date or the agreed upon delivery date in this Earnest Money paragraph or as specified in the Special Stipulations paragraph contained at paragraph 18 herein. Holder shall disburse Earnest Money only as follows:

(a) at Closing to be applied as a credit toward Buyer's Purchase Price;

(b) upon a written agreement signed by all parties having an interest in the funds;

(c) upon order of a court or arbitrator having jurisdiction over any dispute involving the Earnest Money;

(d) upon a reasonable interpretation of the Agreement; or

(e) upon the filing of an interpleader action with payment to be made to the clerk of the court having jurisdiction over the matter.

Holder shall be reimbursed for, and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder. No party shall seek damages from Holder (nor shall Holder be liable for the same) for any matter arising out of or related to the performance of Holder's duties under this Earnest Money paragraph. Earnest Money shall not be disbursed prior to fourteen (14) days after deposit unless written evidence of clearance by bank is provided.