BILL GARRETT, Davidson County
Trans:T20130088002 DEEDWARR
Recvd: 10/11/13 09:48 8 pgs
Fees:43.00 Taxes:3700.00
20131011-0106692

New Owner:OM SHREE GANESHA,LLC
Party responsible for property taxes:
OM SHREE GANESHA, LLC
526 Murfreesboro Pike
Nashville, TN 37210

Map&& Parcel
1060103000
106-01-0
130.00

This instrument was prepared by Jack Franklin, Attorney at Law,
10 East Bockman Way, Sparta, Tennessee 38583

WARRANTY DEED

THIS INDENTURE made and entered into this the 1st day of October, 2013, by and between KMC PARTNERSHIP, hereinafter referred to as the GRANTOR, and OM SHREE GANESHA, LLC, hereinafter referred to as the GRANTEE.

WITNESS, that for and in consideration of the sum of TEN DOLLARS and 00/100 ($10.00), cash in hand this date paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said GRANTOR has this day bargained and sold and by these presents does transfer and convey unto the said GRANTEE, its successors and assigns, the following described tract or parcel of land to-wit:

A tract of land in Davidson County, Tennessee, being a part of the southeast part of Lot No. 1on the Map of Mrs. Lena Myers Resubdivision, as of record in Book 161, page 4, Register's Office of said County, and a part of the Lot No. 1 adjacent thereto on the Map of the property of John C. Estes, not of record, and described according to a survey made by J.R. Wauford & Company, dated June 2, 1960, as follows:

Beginning at an iron pin in the North margin of Murfreesboro Road 350 feet East of the East margin of Fessler's Lane, and being the southeast corner of the property conveyed to Mid Tenn Oil Company by deeds of record in Book 2703, page 371, and in Book 2703, page 374, said Register's Office; thence along the East line of said Oil Company property, North 4°32' East 150 feet to an iron pin; their northeast corner; thence with their North line, North 72°50' West 159.5 feet to an iron pin; thence North 3°55' East 198.5 feet to an iron pin; thence South 88°07' East 276 feet to an iron pin; thence South 7°54'43" East 9.66 feet to an iron pin; thence South 68°32' East 228.91 feet to an iron pin; thence South 21°32' West 133.55 feet to a concrete monument; thence North 71°56' West 128.48 feet to a concrete monument; thence South 3°08' West feet to an iron pin; thence with the margin of Murfreesboro Road, North 72°56' West 149.90 feet to the point of beginning.

This conveyance is made subject to Easements recorded in Book 2301, page 445, Book 2490, page 486, Book 2443, page 183, Book 4212, page 910, and Book 4993, page 70, in the Register's Office for Davidson County, Tennessee.

Being property acquired by KMC Partnership, a Tennessee general partnership, and recorded as Instrument Number 20030711-0096692 in the Register's Office for Davidson County, Tennessee. Grantors also acquired the interest of Katen Patel, now deceased, in this property as reflected by the attached Davidson County Probate Court Order and copy of the $225,000.00 check that was paid to the Estate of Katen Patel.

The above described property is being conveyed "AS IS".

The 2013 real estate taxes will be pro-rated between Grantor of 526 Murfreesboro Pike, Nashville, Tennessee 37210 and Grantee of 526 Murfreesboro Pike, Nashville, Tennessee 37210. Thereafter, the real estate taxes will be paid by Grantee.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging unto the said GRANTEE, its successors and assigns, forever; and the said GRANTOR does covenant with the said GRANTEE that it is lawfully seized and possessed of said land in fee simple; has a good and lawful right to convey same, and that the same is unencumbered.

The GRANTOR further covenants and binds itself, is successors and representatives, to warrant and forever defend the title to said land to the said GRANTEE, its successors and assigns, against the lawful claims of all persons whomsoever.

WITNESS OUR HANDS on this the day and date first above written.

KMC PARTNERSHIP

BY: Champak T Patel Partner
Champak T. Patel, Partner

BY: _____
Meena Patel, Partner

STATE OF TENNESSEE
COUNTY OF WHITE

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named bargainor, CHAMPAK T. PATEL, one of the partners of KMC PARTNERSHIP, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged the execution of the foregoing instrument for the purposes therein contained.

Witness my hand and official seal of office in Sparta, Tennessee, on this the 3rd day of October, 2013.

JACK FRANKLIN NOTARY PUBLIC AT LARGE WHITE COUNTY, TN

NOTARY PUBLIC

My commission expires: 09-24-2014

STATE OF OHIO
COUNTY OF Hamilton

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named bargainor, MEENA PATEL, one of the partners of KMC PARTNERSHIP, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged the execution of the foregoing instrument for the purposes therein contained.

Witness my hand and official seal of office in Hamilton, Ohio, on this the 1 day of October, 2013.

NOTARIAL SEAL STATE OF OHIO

NOTARY PUBLIC

Megan Conners
Notary Public, State of Ohio
My Commission Expires 01-12-2016

My commission expires: ~~01/10/13~~ 01-12-2016

FORM FOR OATH

I hereby swear or affirm that the actual consideration for this transfer, or the value of the property or interest in the property transferred, whichever is greater, is $1,000,000.00, which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.

AFFIANT

Subscribed and sworn to before me this the 3rd day of October, 2013.

JACK FRANKLIN NOTARY PUBLIC AT LARGE WHITE COUNTY, TN

NOTARY PUBLIC or REGISTER

My commission expires: 9/24/14

:opy

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED

2013 MAY 24 PM 12:01

RICHARD R. ROOKER, CLERK

K Lammers D.C.

In Re: Estate of KATEN PATEL, Deceased	
Petitioner,	
v.	Docket No.: 10P-333
CHAMPAKBHAI PATEL, CHAMPA PATEL, and MEENA PATEL, d/b/a KMC HOSPITALITY, LLC, and JKM HOSPITALITY, LLC.	
Third Party Defendants.	
CHAMPAKBHA PATEL,	
Counter-Claimant.	
v.	
ESTATE OF KATEN PATEL, Deceased,	
Counter-Defendant.	
KMC PARTNERSHIP d/b/a The Scottish Inn,	
v.	
USHA BEN PATEL, Individually.	

AGREED ORDER OF COMPROMISE AND SETTLEMENT OF ALL CLAIMS BETWEEN THE PARTIES

The parties in this case have agreed to resolve all disputes between them in the manner set forth below. The court finds that the agreement is fair and equitable to all parties and is fair and appropriate for the minor, Jay Katen Patel. Accordingly, it is hereby

ORDERED that, on or before June 21, 2013, or the date on which Usha Ben Patel vacates her apartment in the KMC Partnership property in Nashville, whichever date is later,

Champakbhai Patel shall pay to The Estate (referred to as "The Estate") the sum of $225,000.00 in settlement of all claims raised by all parties against the other in this litigation. In the event this sum is not paid when due pursuant to this Agreed Order, this obligation to pay $225,000.00 shall convert to a money judgment in the amount of $225,000.00 in favor of The Estate against Champakbhai Patel, for which execution shall issue, if necessary. If converted to a money judgment, then until such time as the $225,000.00 is paid in full including statutory interest which shall accrue from the due date of the payment, The Estate shall retain a lien against the KMC Partnership, JKM Hospitality, LLC, and KMC Hospitality Partnership, LLC to secure the payment of this amount. It is further

ORDERED that all of The Estate's right, title and interest in and to the KMC Partnership, JKM Hospitality, LLC and KMC Hospitality, LLC, shall be and is hereby transferred without need for further documentation from The Estate to Champakbhai Patel and Meena Patel upon the payment of the $225,000.00 set forth herein. It is further

ORDERED that Usha Ben Patel shall vacate the apartment she presently occupies in the KMC Partnership property in Nashville on or before June 21, 2013. Usha Ben Patel shall leave the apartment in good, habitable condition, ordinary wear and tear excepted. Usha Patel shall not be assessed with rent for the apartment between the date of the execution of this Agreement and the due date of the payment owed to her as set forth above. It is further

ORDERED that each party shall and hereby does dismiss, with prejudice, all claims made in this litigation and releases each party from all claims which could have been made by any party to this litigation. It is further

Copy

ORDERED that each party shall pay its own cost and fees incurred in the litigation of this matter, and the parties shall each pay one-half of the unpaid court costs and clerk's fees. It is further

ORDERED that each party shall pay its own attorney's fees and expert witness expenses. It is further

ORDERED that the Defendants/Counter-Plaintiffs dismiss all claims they may have against Usha Patel for rent for her occupancy of the apartment at the KMC Partnership property in Nashville, and dismiss the detainer action taken against Usha Patel with prejudice. It is further

ORDERED that Champakbhai Patel shall indemnify and hold Usha Patel and The Estate harmless from all claims related to any indebtedness owed to Citizen's Bank or any party to this litigation, by KMC Partnership, JKM Hospitality, LLC and KMC Hospitality, LLC. This includes, but is not limited to, the promissory note obligation or continuing guaranty signed by Usha Patel in favor of Citizen's Bank, which hereafter shall continue to be the obligation of Champakbhai Patel, Champa Patel, Meena Patel and KMC Partnership. Any existing continuing guaranty executed by Usha Patel for future advances is hereby terminated. It is further

ORDERED that so long as Usha Patel remains an obligor on the promissory note or continuing guaranty, Champakbhai Patel, Champa Patel, Meena Patel, and KMC Partnership shall not interfere with Usha Patel seeking monthly evidence from the lender or the insurance company that the obligation owed by the Partnership and by Usha Patel individually is being paid in a timely and complete manner, and that the real estate securing the obligation is properly and fully insured. It is further

ORDERED that the allocation for tax purposes of the $225,000.00 to be paid herein shall be mutually determined by The Estate and Champakbhai Patel and Meena Patel as the buyers of

APPROVED FOR ENTRY:

Robert Todd Jackson, #13566
The Chapple Building
5115 Maryland Way, Suite 301
Brentwood, TN 37027
(615) 376-9800
Attorney for Usha Patel

Philip W. Duer, #04647
530 Church Street, Suite 400
Nashville, TN 37219
(615) 301-4800
Attorney for Usha Patel

Usha Patel

James L. Weatherly, Jr., #000954
Weatherly, McNally & Dixon, PLC
424 Church Street, Suite 2260
Nashville, TN 37219
(615) 986-3377
Attorney for CHAMPAKBHAI PATEL, CHAMPA PATEL, and MEENA PATEL, d/b/a KMC HOSPITALITY, LLC, and JKM HOSPITALITY, LLC, and KMC PARTNERSHIP

Champakbhai Patel

John W. Roberts, #024679
Roberts & Werner, PLLC
1720 West End Avenue, Suite 402
Nashville, TN 37203
(615) 242-1000
Attorney for Jay Kalen Patel

by permission of RTS 15586 by phone + email 5-21-13



INSBANK
www.insbankin.com

2106 Crestmoor Road
Nashville, TN 37215
615.515.2265

130

87-861-640

CHAMPAKBHAI T. PATEL
REMITTER

Date 6/17/2013

ESTATE OF KATEN PATEL $ $225,000.00

$225,000.00 DOLLA

CASHIER'S CHECK

COMPROMISE SETTLEMENT CLAIM DOC#10P-333
MEMO:

Joan B. Mauldin, SVP
Mark E Brandon

⑈013044⑈ ⑆064008611⑆ 0000000127⑈

InsBank 1304

Date:	6/17/2013
Remitter:	CHAMPAKBHAI T. PATEL
To the Order of:	ESTATE OF KATEN PATEL
Amount:	$225,000.00
Comments:	COMPROMISE SETTLEMENT CLAIM DOC#10P-333

CASHIER'S CHECK

TO REORDER CALL 641-357-1769 UCS#688333