BILL GARRETT, Davidson County
Trans:T20140024289 DEEDWARRSP
Recvd: 04/10/14 12:03 8 pgs
Fees:43.00 Taxes:4440.00
20140410-0030083

Prepared by and
Recording requested by
And when recorded return to:

LandCastle Title, LLC
3343 Aspen Grove Dr. #240
Franklin, TN 37067
615-503-9901

Asset No.10486006621

Tax Parcel ID: 137-04-0-B-001.00-CO

Address New Owners: KDS Investments General Partnership, P.O. Box 1955, Mt. Juliet, TN 37121
Send Tax Bills to: KDS Investments General Partnership, P.O. Box 1955, Mt. Juliet, TN 37121

space above this line for Recorder's use only

SPECIAL WARRANTY DEED

STATE OF Tennessee §

COUNTY OF Davidson §

RECITALS

WHEREAS, Community South Bank, Parsons, TN, (the "Institution"), acquired the Property by that certain Successor Trustee's Deed, dated February 14, 2011, and recorded in Instrument Number 20110217-0013664 of the Official Records of Davidson County, Tennessee, on February 17, 2011; and

WHEREAS, the Institution was closed by the Tennessee Department of Financial Institutions on August 23, 2013, and the Federal Deposit Insurance Corporation (the "FDIC") was appointed as receiver for the Institution (the "Receiver"); and

WHEREAS, as a matter of federal law, 12 U.S.C. § 1821 (d)(2)(A)(i), the Receiver succeeded to all of the right, title and interest of the Institution in and to, among other things, the Property.

NOW, THEREFORE, the Receiver (hereinafter, "Grantor"), whose address is 1601 Bryan Street, Dallas, Texas 75201, for and in consideration of ONE MILLION AND TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($1,200,000.00), and other good and valuable consideration to said Grantor paid by Grantee named herein, the receipt of which is

hereby acknowledged, Has GRANTED, SOLD and, CONVEYED and by these presents does GRANT, SELL and CONVEY unto KDS Investments General Partnership, a Tennessee General Partnership ("Grantee"), whose address is, P.O. Box 1955, Mt. Juliet, TN 37121that certain real property situated in Davidson County, Tennessee, as described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with any and all improvements thereto and all and singular the rights and appurtenances pertaining thereto, including, but not limited to, any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (collectively, the "Property"), **subject** however to all standby fees, real estate taxes, and assessments on or against the Property for the current year and subsequent years and subsequent taxes and assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property, as well as zoning, building, and other laws, regulations, and ordinances of municipal and other governmental authorities, if any, affecting the Property, and all matters set forth on Exhibit "B" attached hereto and made a part hereof for all purposes (all of the foregoing being collectively referred to as the "Permitted Exceptions"). Grantee, by its execution and acceptance of delivery of this Special Warranty Deed, assumes and agrees to perform any and all obligations of Grantor or the Institution under the Permitted Exceptions.

FURTHER, GRANTEE, BY ITS EXECUTION AND ACCEPTANCE OF DELIVERY OF THIS SPECIAL WARRANTY DEED, ACKNOWLEDGES AND AGREES THAT (i) EXCEPT FOR THE SPECIAL (OR LIMITED) WARRANTY OF TITLE CONTAINED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) ANY INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT OR HOPE TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR ANY PART THEREOF, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING,WITHOUT

LIMITATION, THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY OR ANY PART THEREOF, OF ANY HAZARDOUS MATERIALS; (ii) GRANTEE HAS FULLY INSPECTED THE PROPERTY AND THAT THE CONVEYANCE HEREUNDER OF THE PROPERTY IS "AS IS" AND "WITH ALL FAULTS", AND GRANTOR HAS NO OBLIGATION TO ALTER, REPAIR, OR IMPROVE THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO; and (iii) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM, OR COURSE OF DEALING WITH GRANTOR, AND ALL STATUTORY, COMMON LAW, AND CUSTOMARY COVENANTS AND WARRANTIES, IF ANY, OF WHATEVER KIND, CHARACTER, NATURE, PURPOSE, OR EFFECT, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVED, DISCLAIMED, AND EXCLUDED FROM THIS SPECIAL WARRANTY DEED, NOTWITHSTANDING ANY CUSTOM OR PRACTICE TO THE CONTRARY, OR ANY STATUTORY, COMMON LAW, DECISIONAL, HISTORICAL, OR CUSTOMARY MEANING, IMPLICATION, SIGNIFICANCE, EFFECT, OR USE OF CONTRARY IMPORT OF ANY WORD, TERM, PHRASE OR PROVISION HEREIN.

Further, by its acceptance of delivery of this Special Warranty Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, the Institution, and the FDIC in any and all of its various other capacities, and their respective employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions, or causes of action that it or they may now have or hereafter acquire, whether direct or indirect, known or unknown, suspected or unsuspected, liquidated or contingent, arising from or related to the Property in any manner whatsoever. This covenant releasing Grantor, the Institution, and the FDIC in any and all of its various other capacities shall be a covenant running with the Property and shall be binding upon Grantee, its successors, and assigns.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging to Grantor, unto Grantee, its legal representatives, successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT SPECIALLY AND FOREVER DEFEND all and singular the Property unto Grantee, its legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject, however, to the Permitted Exceptions.

The fact that certain encumbrances, limitations, or other matters or conditions may be mentioned, disclaimed, or excepted in any way herein, whether specifically or generally, shall not be a covenant, representation, or warranty of Grantor as to any encumbrances, limitations, or any other matters or conditions not mentioned, disclaimed, or excepted. Notwithstanding anything herein to the contrary, however, nothing herein shall be construed or deemed as an admission by Grantor or Grantee to any third party of the existence, validity, enforceability, scope, or location of any encumbrances, limitations, or other matters or conditions mentioned, disclaimed, or excepted in any way herein, and nothing shall be construed or deemed as a waiver

by Grantor or Grantee of its respective rights, if any, but without obligation, to challenge or enforce the existence, validity, enforceability, scope, or location of same against third parties.

All *ad valorem* taxes and assessments for the Property for the year in which this Special Warranty Deed is executed have been prorated by the parties hereto as of the date of this Special Warranty Dee. By its executions and acceptance of delivery of this Special Warranty Deed, Grantee hereby assumes the payment of all *ad valorem* taxes, standby fees, and general and special assessments of whatever kind and character affecting the Property which are due, or which may become due, for the current tax year or assessment period and for any tax year or assessment period subsequent to the date of this Special Warranty Deed, including, without limitation, taxes or assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property or any portion thereof.

IN WITNESS WHEREOF, this Special Warranty Deed is executed on this 7TH day of APRIL, 2014.

GRANTOR:

FEDERAL DEPOSIT INSURANCE CORPORATION,

as Receiver for Community South Bank, Parsons, TN

By: _____

Name: Fillmore Crank Jr.

Title: Attorney in Fact Attorney In Fact

GRANTEE:

KDS Investments General Partnership

By: Integrity Properties, LLC, Managing Partner of KDS Investments General Partnership

By: _____

Name: Steven R. Griffith

Title: Rep

See attached acknowledgement.

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 7th day of APRIL, 2014, by FILLMORE CRANK, JR., Attorney in Fact of the Federal Deposit Insurance Corporation, as Receiver for Community South Bank, Parsons, TN on behalf of said entity.

Shelly Campbell
Notary Public, State of TEXAS

SHELLY CAMPBELL
MY COMMISSION EXPIRES
August 4, 2016

EXHIBIT "A"

Being a certain tract of land in the Thirty Third Council District of Davidson County, Tennessee known as the J. C. Jones property (Deed Book 167, Page 137). Bounded on the North by Tune, Harrison and Corley, East by Bakers Grove Road, South by Bayless and Corps of Engineers, and West by Corps of Engineers and being more particularly described as follows.

Beginning at an iron rod (old), in the West margin of Bakers Grove Road, said rod being S 37° 40' W - 97.9' from the centerline of Bakers Grove Road and Bakers Grove Lane and also being the Northeast corner of Morris W. and Janet F. Bayless (Deed Book 10198, Page 666); Thence, with the North and West lines of Bayless for the next two calls: N 82° 31' 58" W - 789.24' to an iron rod (old); S 03° 22' 28" W - 237.53' to a monument (old) in the Northerly line of United States of America, Corps of Engineers; Thence, with the North and East lines of Corps of Engineers for the Next eight calls: N 83° 35' 49" W - 713.73' to a monument (old); N 57° 01' 23" W - 139.16' to a monument (old); S 76° 34' 07" W - 305.95' to a monument (old); S 29° 40' 07" W - 195.47' to a monument (old); N 80° 54' 56" W -461.77' to a monument (old); N 06° 12' 15" E - 492.61' to a monument (old); N 00° 23' 04" E - 258.02' to a monument (old); N 08° 13' 22" E -588.16' to a monument (old) at the Southwest corner of James F. Tune, ET UX (Deed Book 3071, Page 33); Thence, with the South line of Tune, S 82° 54' 48" E - 1435.59' to an iron rod (old) at the Northwest corner of a cemetery; Thence, with the West and South lines of the cemetery for the next two calls: S 01° 23' 57" W - 77.10' to an iron rod (old); S 87° 34' 17" E - 177.35' to an iron rod (old) in the West line of Brian K. and Linda Harrison (Deed Book 20041122, Page 139610); Thence, with the West and South lines of Harrison for the next two calls: S 03° 16' 40" W - 434.73' to an iron rod (old); S 81° 14' 37" E - 452.35' to an iron rod (old) in the West line of Nathan D. Corley (Deed Book 20040709, Page 81971); Thence, with the West and South lines of Corley for the next two calls: S 10° 37' 19" W - 211.52' to an iron rod (old); S 79° 02' 51" E - 410.58' to an iron rod (old) in the West margin of Bakers Grove Road; Thence, with the West margin of Bakers Grove Road, S 21° 16' 14" W -141.94' to the point of beginning and containing 49.83 acres more or less. Said Property is further identified as the Arbor Crest Subdivision, Final Plat of record in Instrument Number 20071129-0138522.

Included in the above described tract of land, but specifically excluded there from is those certain lots on the Final Plat of Arbor Crest Subdivision, of record in Instrument No. 20071129-0138522, Register's Office for Davidson County, Tennessee, heretofore conveyed, as follows: Lots 2 and 18.
Being part of the same property conveyed by Successor Trustee's Deed from Joseph J. Jensen, Successor Trustee to Community South Bank as recorded on the 17th day of February, 2011 in Instrument No. 20110217-0013664 and part of Warranty Deed from Thomas L. Hopkins, Jr. and wife Martha C. Hopkins and L.F. Properties, Inc. to T.F. Homes, LLC as recorded on the 17th day of June, 2005 in Instrument No. 20050617-0069386, in the Register's Office of Davidson County, Tennessee.

FDIC
1: FCrank -
2: AFitchue
Date: _04/02/14__

EXHIBIT "B" to Special Warranty Deed
(Specific Permitted Encumbrances)

The following reservations from and exception to this conveyance and the warranty of title made herein shall apply.

1. All easements, rights-of-way and prescriptive rights whether of record or not, pertaining to any portion(s) of the herein described property (hereinafter, the "Property");

2. All valid oil, gas and mineral rights, interests or leases, royalty reservations, mineral interest and transfers of interest of any character, in the oil, gas or minerals of record in any county in which any portion of the Property is located;

3. All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record in any county in which any portion of the Property is located, pertaining to any portion(s) of the Property, but only to the extent that same are still in effect;

4. All presently recorded instruments (other than liens and conveyances by, through or under the Grantor that affect the Property and any portion(s) thereof;

5. Ad valorem taxes, fees and assessments, if any, for the current year and all prior and subsequent years, the payment of which Grantee assumes (at the time of transfer of title), and all subsequent assessments for this and all prior years due to change(s) in land usage (including, but not limited to, the presence or absence of improvements, if any, on the Property), ownership, or both, the payment of which Grantee assumes; and

6. Any conditions that would be revealed by a physical inspection and survey of the Property.

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and state, the within named Steven Griffith, 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 President/Managing Member of Integrity Properties, LLC, Managing Partner of KDS Investments General Partnership, the within named bargainor, and that he as such President/Managing Member of Integrity Properties, LLC, Managing Partner of KDS Investments General Partnership executed the within instrument for the purposes therein contained by signing the name of the company by the said Steven Griffith as such President/Managing Member of Integrity Properties, LLC, Managing Partner of KDS Investments General Partnership.

Witness my hand and official seal at office, this 7th day of April 2014.

Notary Public
My Commission Expires:_____

CINDY S. SMITH STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 7, 2017

1403-052

STATE OF TENNESSEE
COUNTY OF Davidson

The actual consideration or value, whichever is greater for this transfer is $1,200,000.00.

Affiant

Subscribed and sworn before me this 7th day of April, 2014.

Ruth B. Smith
Notary Public
My Commission Expires: 3-7-2017

RUTH B. SMITH STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 7, 2017