BILL GARRETT, Davidson County
Trans:T20140029467 DEEDWARRSP
Recvd: 04/30/14 12:40 7 pgs
Fees:38.00 Taxes:388.50

20140430-0036286

Reparedby t
Recording requested by
And when recorded return to:

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

Asset No. 10486006606

Tax Parcel ID: 114-00-0-277.00

Address New Owners: KDS Investments General Partnership, P.O. Box 1955. ~~4147 G N Mt. Juliet Rd.~~, Mt. Juliet, TN ~~37122~~ 37121
Send Tax Bills to: KDS Investments General Partnership, P. O. Box 1955 ~~4147 G N Mt. Juliet Rd.~~, Mt. Juliet, TN ~~37122~~ 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 Substitute Trustee's Deed, dated May 29, 2013, and recorded in Instrument Number 20130604-0056226 of the Official Records of Davidson County, Tennessee, on June 4, 2013; 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 HUNDRED AND FIVE THOUSAND AND NO/100 DOLLARS ($105,000.00), the receipt and sufficiency of which are hereby acknowledged, 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 4147 G N Mt. Juliet Rd., Mt. Juliet, TN 37122, that 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 any and all exceptions, easements, rights-of-way, covenants, conditions, restrictions, reservations, encroachments, protrusions, shortages in area, boundary disputes and discrepancies, matters which could be discovered or would be revealed by, respectively, an inspection or current survey of the Property, encumbrances, access limitations, licenses, leases, prescriptive rights, rights of parties in possession, rights of tenants, co-tenants, or other co-owners, and any and all other matters or conditions affecting the Property, including, without limitation, any and all matters or conditions reflected on Exhibit "B" attached hereto and made a part hereof for all purposes, and whether known or unknown, recorded or unrecorded, as well as 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; and any and all zoning, building, and other laws, regulations, and ordinances of municipal and other governmental authorities affecting the Property (all of the foregoing being collectively referred to as the "Permitted Encumbrances"). Grantee, by its 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 Encumbrances.

FURTHER, GRANTEE, BY ITS 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 CONDUCTOR 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 DESCRIPTION, POSSESSION, 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 heirs, personal 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 heirs, personal 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 Encumbrances.

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.

By its 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 4/25/2014.

FEDERAL DEPOSIT INSURANCE CORPORATION,

as Receiver for Community South Bank, Parsons, TN

By: _____

Name: Fillmore Crank Jr.

Title: Attorney in Fact

Attorney in Fact

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 25 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.

ALBA I. NIEVES
MY COMMISSION EXPIRES
June 17, 2014

_____
Notary Public, State of Texas

EXHIBIT "A"

Being a certain parcel of land located in the Twenty-Third Councilmanic District of Metropolitan Nashville, Davidson County, Tennessee. Said parcel being bounded on the North by the final plat entitled "Woodland Forest, Section Two" not of record; Woodland Way, a proposed 50 foot wide public road; Eagle Ridge, a proposed 50 foot wide public road; and by the final plat entitled "Woodland Forest, Section One" of record in Plat Book 6800, Page 534, Register's Office for Davidson County, (RODC) Tennessee, on the East by Interstate 40 and Robert D. Fulton, of record in Instrument No. 20030501-0058233, RODC, Tennessee, on the South by Eagle Crest Partnership of record in Deed Book 7281, Page 477, RODC, Tennessee, on the West by Thousand Oak Estates of record in Plat Book 3700, Page 82, RODC, Tennessee, and being more particularly described as follows:

Beginning at an iron rod (new) lying in the Westerly right of way of Interstate 40, said rod being the Northerly most corner of Robert D. Fulton, the Southeast corner of Woodland Forest, Section One, and the Northeast corner of herein described tract; thence, with the Westerly line of said Robert D. Fulton, South 29 deg 59' 05" West 169.14 feet to an iron rod (new); thence continuing with the Westerly line of said Robert D. Fulton, South 29 deg 01' 40" West; 377.39 feet to an iron rod (new), said rod being the Northeast corner of Eagle Crest Partnership; thence with the Northerly line of Eagle Crest Partnership for the next four (4) calls: North 66 deg 09' 12" West 318.37 feet to an iron rod (new); thence South 48 deg 50' 58" West 295.00 feet to an iron rod (new); thence North 88 deg 05' 33" West 75.00 feet to an iron rod (new); thence North 74 deg 27' 40" West 206.52 feet to an iron rod (new) lying in the Easterly line of Lot 21 of Thousand Oaks Estates; thence with the Easterly line of said Thousand Oaks Estate for the next four (4) calls: North 03 deg 03' 43" East, 212.89 feet to an iron rod (new) lying in the Westerly line of Lot 19 of said Thousand Oaks Estates; thence, North 02 degrees 17' 56" East 35.10 feet to an iron rod (new) lying in the Easterly line of Lot 18 of said Thousand Oaks Estates; thence, North 03 deg 26' 53" East 405.76 feet to an iron rod (new) lying in the Easterly line of Lot 13 of said Thousand Oaks Estates; thence, North 03 deg 19' 53" East, 130.46 feet to an iron rod (new) lying in the Easterly line of Lot 12 of said Thousand Oaks Estate and being the Southwest corner of Woodland Forest Section Two; thence, with the Southerly line said said Woodland Forest Section Two, South 68 deg 21' 17" East 258.05 feet to an iron rod (new) lying in the Westerly right of way of proposed Woodland Way; thence, with the proposed Westerly right of way of said Woodland Way, along a curve to the left having a radius of 32.500 feet, a central angle of 04 deg 09' 28", an arc length of 23.58 feet and a chord bearing and distance of South 19 deg 24' 58" West, 23.58 to an iron rod (new); thence, with a line severing said proposed Woodland Way, South 72 deg 51' 52" East, 158.75 feet to an iron rod (new), said rod being the Southeast corner of Lot 44 of said Woodland Forest, Section Two; thence, with the Easterly line of said Lot 44 North 33 deg 09' 16" 78.99 feet to an iron rod (new) lying in the Southerly right of way of proposed Eagle Ridge; thence, with the Southerly right of way of said proposed Eagle Ridge, along a curve to the left having a radius of 720.00 feet, a central angle of 02 deg 22' 44", an arc length of 29.89 feet and a chord bearing and distance of South 58 deg 02' 28" East 29.89 feet to an iron rod (new); thence with a line severing said proposed Eagle Ridge, North 30 deg 52' 35" East 128.04 feet to an iron rod (new), said rod being the Easterly most corner of Woodland Forest, Section Two and a Southerly corner of Woodland Forest, Section One; thence, with the Southerly line of said Woodland Forest Section One for the next five (5) calls: North 77 deg 05' 49" East 78.09 feet to an iron rod (new); thence, South 72 deg 29' 37" East, 276.06 feet to an iron rod (new); thence, South 65 deg 56' 35" East 158.00 feet to an iron rod (new); thence, South 05 deg 55' 19" West 159.73 feet to an iron rod (new); thence South 78 deg 23' 49" East, 15.44 feet to the point of beginning and containing 652,450 square feet or 14.978 acres, more or less according to the above courses and distances. Survey dated August 19, 2004 by Kevin Birdwell, Tennessee RLS #1797.

Being the same property conveyed by Substitute Trustee's Deed from Jason A. Strain, as Substitute Trustee to Community South Bank as recorded on the 4th day of June, 2013 in Instrument No. 20130604-0056226; part of Quitclaim Deed from BBC Holdings, Inc., a Tennessee corporation to Southern Hospitality Investments, Inc., a Tennessee corporation as recorded on the 16th day of August, 2010 in Instrument No. 20100816-0064585 and Warranty Deed from Tennessee Commerce Bank to BBC Holdings, Inc. as recorded on the 16th day of December, 2009 in Instrument No. 20091216-0114614, in the Register's Office of Davidson County, Tennessee.

Being the same property conveyed to Community South Bank by Substitute Trustee's Deed recorded in Instrument Number 20130604-0056226.

Validated

FDIC

DATE: 9/27/13

INITIALS: GH/AF

Revision Date: September 13, 2013

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 appty.

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

The actual consideration or value, whichever is greater for this transfer is $105,000.00.

Affiant

Subscribed and sworn before me this 29th 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