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| **THIS INSTRUMENT PREPARED BY:**<br>**Hugh W. Entrekin**<br>**TUNE, ENTREKIN & WHITE, P.C.**<br>Suite 1700<br>315 Deaderick Street<br>Nashville, Tennessee 37238<br>(615) 244-2770 | STATE OF TENNESSEE)<br>COUNTY OF DAVIDSON)<br><br>The actual consideration or value, whichever is greater for this transfer is $360,000.00.<br><br>AFFIANT<br><br>Subscribed and sworn to before me, this 20th day of June, 2014.<br><br>NOTARY PUBLIC<br><br>My Commission Expires: |

ERICA MARTINEZ STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires MAY 3, 2016

| **Address New Owners as Follows:** | **Send Tax Bills To:** | **Map-Parcel Number:** |
|---|---|---|
| Jeffery L. Steiger<br>and wife Karen Van Huis Steiger<br>8130 Cherokee Trail<br>Tinley Park IL 60477 | Same | Map 100<br>Parcels 45 and 46 |

## SPECIAL WARRANTY DEED

**FOR AND IN CONSIDERATION** of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged,

SIEMPRE ENTERPRISES, a Tennessee general partnership ("Grantor") does hereby bargain, sell, transfer and convey unto Jeffery L. Steiger and wife Karen Van Huis Steiger, (collectively "Grantee") their successors and assigns, property located in Davidson County, Tennessee and more particularly described as follows:

See Exhibit A attached hereto.

Being part of the same property conveyed to Siempre Enterprises, a Tennessee general partnership by deed from James A. Tant of record as Instrument Number 20030512-0063394 in the Register's office for Davidson County, Tennessee.

BILL GARRETT, Davidson County
Trans:T20140046294 DEEDWARRSP
Recvd: 06/30/14 11:18 5 pgs
Fees:28.00 Taxes:1332.00

20140630-0057037

This is improved property known as 7388 INDIAN CREEK RD NASHVILLE, TN 37209 (the "Property").

This conveyance is the first right of refusal retained by Grantor and restrictive covenant as set forth on Exhibit B attached hereto.

TO HAVE AND TO HOLD said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the said Jeffery L. Steiger and wife Karen Van Huis Steiger, their successors and assigns, forever.

AND SIEMPRE ENTERPRISES does hereby covenant with the said Jeffery L. Steiger and wife Karen Van Huis Steiger that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it and that the same is unencumbered, except for (i) current years taxes which are being prorated and assumed by Grantee, (ii) Restrictive Covenant for detached structure of record as Instrument No. 20000926-0095308, Register's Office for Davidson County, Tennessee; (iii) matters set forth in instrument of record at Book 8526, page 330, said Register's Office regarding boundary line dispute, (iv) Avigation Easement of record as Instrument 201406190053557, said Register's Office, and (v) First Right of Refusal and restrictive covenant set forth on Exhibit B attached hereto.

AND SIEMPRE ENTERPRISES does further covenant and bind itself, its heirs, representatives and assigns to warrant and forever defend the title to said land to the said Jeffery L. Steiger and wife Karen Van Huis Steiger, their successors and assigns against the lawful claims of all persons claiming by through or under Grantor but not further or otherwise.

IN WITNESS WHEREOF, this Special Warranty Deed has been executed this 20th day of June, 2014.

SIEMPRE ENTERPRISES

By: Carolyn N Tune
Carolyn N. Tune, Managing General Partner

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 CAROLYN N. TUNE, with whom I am personally acquainted(or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Managing General Partner of SIEMPRE ENTERPRISES, the bargainor, a general partnership, and that she as such Managing General Partner, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the general partnership by herself as such Managing General Partner.

WITNESS my hand and official seal at Nashville, Tennessee, effective the 20th day of June, 2014.

NOTARY PUBLIC

My Commission Expires: _____

ERICA MARTINEZ
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 3, 2018

EXHIBIT A

Property Description- Parcel 45, Tax Map 100-
Parts of Tracts 1 and 2- Tract Division of Rowena O'Brien Farm
Being a parcel of land in the Second Civil District of Nashville, Davidson County, Tennessee and a portion of Parcel 45 of Tax Map 100 and being more particularly described according to a survey by Jim McAleer, dated March 1, 2004, as follows:

Beginning at an iron pin in the westerly margin of Indian Creek Road, said point being the southeast corner of Tract 2 of the Division of the Rowena O'Brien Farm and the southeast comer of Parcel 45, said point also being the northeast comer of Leslie Mondelli, Et Ux, as of record in Deed Book 6078, Page 767, thence with the southerly line of Tract 2 and Mondelli's northerly line North 77°17'19" West 689.60 feet to an iron pin; thence leaving said southerly line North 02°06'54" West 131.97 feet to a metal fence post; thence North 04°20'01" West 108.76 feet to an iron pin; thence South 89°04'51" East 629.00 feet to an iron pin in the westerly margin of Indian Creek Road, said point being the southeasterly comer of the new Parcel 47; thence with said margin South 40°13'25" East 105.04 feet to a point; thence with a curve to the right, said curve having a radius of 160.65 feet, an arc length of 200.57 feet and a chord bearing and distance of South 09°11 '41" East 187.80 feet to a point; thence South 26°34'26" West 57.38 feet to a point; thence with a curve to the left, said curve having a radius of 144.88 feet, an arc length of 67.45 feet and a chord bearing and distance of South 13°14'14" West 66.84 feet to the point of beginning and containing 5.02 acres, more or less.

Parcel 46, Tax Map 100

Being the portion of Tract No. 1 described in deed from Tant to Siempre Enterprises of record in Instrument Number 20030512-0063394 in the Register's office for Davidson County, Tennessee, being the portion lying to the east of Indian Creek Road and more particularly described as follows:

Beginning at a metal fence post on the east side of the existing Indian Creek Road, same being south 87 degrees 53 minutes east, 50 feet from the southeast corner of the west part of the above referenced Tract No. 1 in deed to Siempre, thence along the east side of said road on a curve with a radius of 500.53 feet for a distance of 105.47 feet to point, thence north 10 degrees 16 minutes east 46.23 feet to a point, thence on a curve with a radius of 160.80 feet for a distance of 87.52 feet to a metal fence post, thence leaving the existing Indian Creek Road North 82 degrees 23 minutes East 349.85 feet to a 30 inch Hickory, thence south 3 degrees 26 minutes west 192.32 feet to a 30 inch Hickory, thence south 12 degrees 43 minutes east 96.33 feet to a metal fence post, thence north 89 degrees 31 minutes west 363.18 feet to the point of beginning on the east part of the tract.

Included in this description, but excluded from this conveyance is a 50 foot right-of-way as set forth in Davidson County Project #8-BX, dated December 7, 1944, for a proposed new road, this description is according to a survey made March 9, 1976, by Dewayne Caldwell. However, Grantor does hereby quitclaim and convey to Grantee as part of this conveyance any and all interest owned by Grantor in the aforesaid 50 foot right of way.

EXHIBIT B

This conveyance is subject to the following matters which shall be covenants running with the land binding on the parties hereto and their successors and assigns:

1. Grantor hereby retains a first right of refusal to purchase the property conveyed herein. In the event, Grantee desires to sell the Property, before any transfer of title may occur, Grantee must first offer to sell the Property back to Grantor at the same price and other terms Grantee is prepared to accept from a third party purchaser by sending written notice to Grantor at 217 Brookhollow Road, Nashville, TN 37205 by certified mail return receipt requested, or such other address as Grantor may provide to Grantee from time to time for such purposes. Grantor shall then have 10 days following receipt of such notice to accept such offer and agree to purchase the Property at the price and terms set forth in Grantee's notice. Grantor shall accept such offer by written notice given certified mail return receipt requested to Grantee at the address for Grantee for tax bills or as otherwise may be stated in Grantee's notice to Grantor communicating the offer. Failure of Grantor to respond within said 10 day period following Grantee's notice shall be considered a waiver of its first right of refusal. Grantee shall have the right to transfer title to a related person or entity but any such related person or entity will take title subject to Grantor's continuing first right of refusal which will continue to apply in the event of any sale of the Property.

2. No mobile home, trailer, or other similar structure may be placed on the Property at any time. This deed restriction shall be a covenant running with the land and shall inure to the benefit of and be enforceable by the owner of land adjoining or in the vicinity of the Property and being Map 100, Parcels 10, 47, 76, 77, and 79 on the Davidson County, Tennessee tax maps (the "Benefitted Parcels"), which parcels are currently owned by Indian Creek Partners, a Tennessee general partnership and said enforcement rights shall inure to the benefit of the current and all future owners of the Benefitted Parcels, their successors and assigns.