SPECIAL WARRANTY DEED

BILL GARRETT, Davidson County
Trans:T20140063295 DEEDWARRSP
Recvd: 08/26/14 15:48 6 pgs
Fees:33.00 Taxes:2312.50
20140826-0077865

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is $625,000.00.

Subscribed and sworn to before me, this the 25th day of August, 2014.

Notary Public

My Commission Expires: _____

C. M. CORRIVEAU
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 7, 2017

THIS INSTRUMENT PREPARED BY
Law Office of J. David Wicker, PLLC
1704 Charlotte Avenue, Suite 105, Nashville, TN 37203

Address New Owner:	Map-Parcel Number:	Send Tax Bills To:
Farhad Davachi Mehrnoosh Davachi 363 Jones Parkway Brentwood, TN. 37027	51-8-219.00	New Owner

FOR AND IN CONSIDERATION of the sum of Ten and no/100 ($10.00) Dollars, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association** (referred to hereinafter as "Grantor"), hereby bargains and sells and does hereby transfer and convey unto **FARHAD DAVACHI and MEHRNOOSH DAVACHI, husband and wife** (collectively referred to hereinafter as "Grantee"), and Grantee's successors and assigns, that certain lot, tract, or parcel of land located in Davidson County, Tennessee, as further described in **Exhibit "A"**, attached hereto and incorporated herein by reference (the "Property").

TO HAVE AND TO HOLD the Property with all the improvements thereon and the appurtenances thereunto belonging unto the said Grantee, its heirs and representatives, in fee simple, forever.

GRANTOR COVENANTS with the said Grantee that it is lawfully seized and possessed of the Property, that it has a good and lawful right to sell and convey the same, and that it is free from any lien or encumbrance whatsoever, except those matters set forth in **Exhibit "B"** attached hereto and incorporated by reference herein (the "Permitted Exceptions").

GRANTOR FURTHER COVENANTS with the said Grantee and binds itself, its successors and assigns, to warrant and forever defend the title thereto of the Property to the said Grantee, its heirs and representatives, against the lawful claims and demands of all persons claiming by, through or under Grantor, but not further or otherwise.

Except as expressly provided in the immediately preceding paragraph, **GRANTOR MAKES NO REPRESENTATION AS TO THE PROPERTY CONVEYED HEREBY, OR ITS CONDITION, ITS MERCHANTABILITY OR ITS SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE, AND GRANTEE BY ITS ACCEPTANCE OF THIS DEED, HEREBY ACKNOWLEDGES THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND ACCEPTS THE SAME "AS IS," "WHERE IS" AND "WITH ALL FAULTS."** Grantee shall not make any claim against Grantor for diminution of the value of the Property, remediation of any contamination on the Property, loss of use of the Property, handling, transportation or disposal of contaminated media from the Property, or any other loss, damage or expense as the result of any environmental contamination or other latent or patent defect in the Property's condition.

The terms and provisions contained in this Deed shall be binding upon and inure to the benefit of Grantor and Grantee and its respective heirs, successors, personal representatives and assigns.

SIGNATURE ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this 22nd day of August, 2014.

GRANTOR:

FIRST TENNESSEE BANK NATIONAL ASSOCIATION,
a national banking association

By: Stephen Bieber

Printed Name: Stephen Bieber

Title: Senior Vice President

STATE OF TENNESSEE)
)
COUNTY OF SHELBY)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Stephen Bieber with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and upon oath acknowledged to be the SVP of **FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association**, and that as such SVP, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this 22nd day of August, 2014.

Notary Public

CHERYL BELL
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY

My Commission Expires: MY COMMISSION EXPIRES MAY 12, 2016

EXHIBIT "A"

LEGAL DESCRIPTION

Land located in Davidson County, Tennessee, and described as follows, to-wit:

BEING Lot Number 2 as shown on the first revision of the resubdivision of Lots 1 & 2 of the resubdivision of Lots 3 & 4 and parts of Lots 2 & 5 of Charles U. Coggins and Sons First Addition to Montague, of record in Plat Book 8250, Page 991, Register's Office for Davidson County, Tennessee.

Being a parcel of land lying in the Third Councilmanic District of Davidson County, Madison, Tennessee, said parcel being Lot 2 as shown on the First Revision of the Resubdivision of Lots 1 & 2 of the Resubdivision of Lots 3 & 4 and parts of Lots 2 & 5 of Charles U. Coggins & Sons First Addition to Montague, of record in Plat Book 8250, Page 991, Register's Office of Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a P. K. nail found on the Southerly margin of Due West Avenue, approximately 279' West of the Westerly margin of Gallatin Pike (U.S. Highway 31-E), being near the Northeast corner of Lot 1 of the Charles U. Coggins & Sons First Addition to Montague, Resubdivision of Parts of Lots 5 & 6, of record in Plat Book 4060, Page 56, owned by James W. Benson, of record in Deed Book 9860, Page 719, Register's Office of Davidson County, Tennessee;

Thence, with said margin of Due West Avenue, South 84° 48' 18" East, a distance of 24.65 feet to an existing P. K. nail, near the Northwest corner of Lot 1of said First Revision of the Resubdivision of Lots 1 & 2 of the Resubdivision of Lots 3 & 4 and parts of Lots 2 & 5 of Charles U. Coggins & Sons First Addition to Montague, of record in Plat Book 8250, Page 991, as owned by WEC 990-47, LLC & WEC 990-47A, LLC, of record in Deed Book 11610, Page 66, Register's Office of Davidson County, Tennessee;

Thence, leaving said margin, along or near the Westerly and Southerly line of said lot 1, the following four (4) calls:

Thence, South 26° 00' 43" West, a distance of 68.77 feet to a P. K. nail found;
Thence, South 34° 41' 48" West, a distance of 45.87 feet to a P. K. nail found;
Thence, South 26° 24' 42" West, a distance of 65.36 feet to a P. K. nail found;
Thence, South 63° 43' 55" East, a distance of 265.03 feet to an iron pin on the Easterly margin said Gallatin Pike;

Thence, with said margin, the following two (2) calls:

Thence, with a curve to the left, having a central angle of 0° 27' 18", a radius of 17220.00 feet, a tangent of 68.36 feet, an arc length of 136.72 feet and a chord bearing and distance of South 26' 07' 47" West, 136.72 feet to an iron pin found;

Thence, South 25° 55' 31" West, a distance of 61.19 feet to an iron pin found near the Northeast corner of Lot 1 of the Resubdivision of Douglas B. Kays Subdivision of record in Plat Book 9700, Page 361, owned by Devon/Nashville, L.P., of record in Deed Book 10201, Page 425, Register's Office of Davidson County, Tennessee;

Thence, leaving said margin, along or near the Northerly line of said Lot 1, North 64° 03' 00" West, a distance of 280.25 feet to a hole in concrete near the Southeast corner of said Lot 1of the Charles U. Coggins & Sons First Addition to Montague, Resubdivision of Parts of Lots 5 & 6, of record in Plat Book 4060, Page 56; Thence, along or near the East line of said Lot 1, North 25° 58' 25" East, a distance of 370.11 feet to the Point of Beginning and containing 59,080 Square Feet or 1.35 Acres, more or less.

Being the same property conveyed to First Tennessee Bank National Association, a national banking association by Warranty Deed from James H. Benson and Judy L. Benson, individuals, a married couple, dated January 29, 2004, recorded February 3, 2004, of record in Instrument No. 20040203-0013124, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2014 and subsequent years, not yet due and payable.

2. Any and all zoning regulations, building restrictions, setback lines, conditions, covenants, and restrictions (as may be amended or supplemented), all easements, utility easements or rights of ways for public utilities that appear in the appropriate public record.

3. All matters shown on the first revision of the resubdivision of Lots 1 & 2 of the resubdivision of Lots 3 & 4 and parts of Lots 2 & 5 of Charles U. Coggins and Sons First Addition to Montague, of record in Plat Book 8250, page 991, Register's Office for Davidson County, Tennessee.

4. All matters shown on plats of record in Book 9700, page 82 and Book 8250, page 991, Register's Office for Davidson County, Tennessee.

5. All matters shown on plan of record in Book 547, page 75, Register's Office for Davidson County, Tennessee.

6. Stormwater Detention Agreement of record in Instrument No. 20040309-0027071, Register's Office for Davidson County, Tennessee.

7. Easement(s) granted to Electric Power Board of Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 4166, page 239, Register's Office for Davidson County, Tennessee.

8. Sidewalk Exit Easement of record in Book 9904, page 95, Register's Office for Davidson County, Tennessee, Register's Office for Davidson County, Tennessee.

9. Perpetual Mutual Non-Exclusive Ingress and Egress Easement of record in Book 9904, page 98, Register's Office for Davidson County, Tennessee.

10. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, of record in Book 11446, page 474, Register's Office for Davidson County, Tennessee.

11. Restrictive Covenants and reservation as set forth in Book 9904, page 66, Register's Office for Davidson County, Tennessee.

12. Any and all easements, rights-of-way, encumbrances, conditions, and any statement of facts that an accurate survey or independent inspection would disclose.

13. Liability as to taxes resulting from supplemental, revised or correction assessments pursuant to the provisions of Tennessee Code Ann § 67-5-603, *et seq.*