Davidson County DEEDWARRSP
Recvd: 10/10/14 10:33 8 pgs
Fees:42.00 Taxes:0.00
20141010-0094113

Prepared by,
Recording requested by,
and when recorded return to:
LandCastle Title, LLC
3343 Aspen Grove Dr., #240
Franklin, TN 37067

Asset No. 10486006636

Tax Parcel ID: 102-00-0-088.00 and 102-00-0-017.00

Address New Owner: The Metropolitan Government of Nashville and Davidson County, State of Tennessee, 1 Public Square (Dept. of Finance), Nashville, TN 37201
Send Tax Bills to: The Metropolitan Government of Nashville and Davidson County, State of Tennessee, 1 Public Square (Dept. of Finance), Nashville, TN 37201

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 January 19, 2012, and recorded in Instrument Number 20120130-0008322 of the records of Davidson County, Tennessee, on January 30, 2012; and

WHEREAS, the Institution was closed by 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 FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($550,000.00), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto The Metropolitan Government of Nashville and Davidson County, State of Tennessee ("Grantee"), whose address is 1 Public Square, Dept. of Finance, Nashville, TN 37201, 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 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 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 10-2-14.

FEDERAL DEPOSIT INSURANCE CORPORATION,
as Receiver for Community South Bank, Parsons, TN

By: _____

Name: WESLEY C. NEWBOLD
ATTORNEY IN FACT

Title: Attorney in Fact

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 2ND day of October, 2014, by Wesley C. Newbold, Attorney in Fact of the Federal Deposit Insurance Corporation, as Receiver for Community South Bank, Parsons, TN, on behalf of said entity.

_____
Notary Public, State of TEXAS

SHELLY CAMPBELL
MY COMMISSION EXPIRES
August 4, 2016

EXHIBIT "A"

Tract One (Map 102-88)

Being land in Nashville, Davidson County, Tennessee, and also being the land conveyed to James W. McClendon as of record in Deed Book 11163, Page 379, and R.O.D.C., being generally located North of Charlotte Pike (U.S. Highway 70) and North of Interstate 40, and being more particularly described as follows: commencing at an existing concrete monument on the Northerly right-of-way of Charlotte Pike (U.S. Hwy 70), said concrete monument also being the Southern corner of Lester W. Lambeth as of record in Deed Book 9827, Page 343; thence, with the Northerly right-of-way of Charlotte Pike and Southerly line of said Lester W. Lambeth, North 77 degrees 49 minutes 47 seconds West for a distance of 101.79 to a point, said point being the Southeast corner of Welton Investment, LLC, as of record in Deed Book 10803, Page 271; thence continuing with the Northerly right-of-way of Charlotte Pike and the Southerly line of Welton Investment, LLC, North 77 degrees 49 minutes 47 seconds West for a distance of 200.00 feet to an iron pin set, said point being the Southwest corner of WeltonInvestment, LLC, and being the point of beginning; thence, continuing with the Northerly right-of-way of Charlotte Pike and the Southerly line of said James W. McClendon, South 75 degrees 34 minutes 33 seconds West for a distance of 129.79 feet to an iron pin set, said iron pin being the Southeast corner of West Harpeth Funeral Home, LLC, as of record in Deed Book 10132, Page 543; thence, leaving said Northerly right-of-way and running along the Easterly line of West Harpeth Funeral Home, LLC, for the following calls: North 19 degrees 28 minutes 13 seconds West for a distance of 96.96 feet to an iron pin set; North 13 degrees 37 minutes 07 seconds West for a distance of 204.28 feet to an iron pin set, said iron pin being the Northeast corner of said West Harpeth Funeral Home, LLC; thence, with the Northerly line of said West Harpeth Funeral Home, LLC, South 76 degrees 14 minutes 55 seconds West for a distance of 135.07 feet to an existing iron pin, said iron pin being the Northwest corner of said West Harpeth Funeral Home, LLC, said iron pin also falling on the Easterly line of adjoining property, also owned by West Harpeth Funeral Home, LLC, as of record in Deed Book 9527, Page 634; thence, with the Easterly line of West Harpeth Funeral Home, LLC, North 13 degrees 38 minutes 18 seconds West for a distance of 100.11 feet to an iron pin set; thence, with the Northerly line of West Harpeth Funeral Home, LLC, South 76 degrees 21 minutes 42 seconds West for a distance of 162.09 feet to an iron pin set, said iron pin falling on the Easterly line of Metro Government Brookmeade as of record in Deed Book 2001051500, Page 50282; thence, running along the Easterly line of said Metro Government Brookmeade the following calls: North 02 degrees 26 minutes 39 seconds West for a distance of 1469.40 feet to an iron pin set; North 02 degrees 25 minutes 52 seconds West for a distance of 39.49 feet to a point falling in the Cumberland River; thence, with the Cumberland River North 65 degrees 31 minutes 26 seconds East for a distance of 60.31 feet to a point at the mouth of Davidson Branch; thence with the meanders of said Davidson Branch the following calls: South 58 degrees 24 minutes 56 seconds East for a distance of 200.00 feet to a point; South 37 degrees 50 minutes 19 seconds East for a distance of 175.00 feet to a point; South 20 degrees 38 minutes 55 seconds East for a distance of 195.52 feet to a point; South 58 degrees 07 minutes 23 seconds East for a distance of 93.03 feet to a point; South 08 degrees 59 minutes 05 seconds East for a distance of 134.80 feet to a point; South 31 degrees 43 minutes 07 seconds East for a distance of 103.50 feet to a point; South 00 degrees 48 minutes 22 seconds East for a distance of 44.80 feet to a point; South 30 degrees 06 minutes 07 seconds West for a distance of 39.48 feet to a point; South 44 degrees 04 minutes 22 seconds West for a distance of 73.95 feet to a point; South 18 degrees 49 minutes 29 seconds West for a distance of 64.12 feet to a point; South 28 degrees 02 minutes 48 seconds East for a distance of 218.80 feet to a concrete monument on the Northerly line of Sunrise Motel, Inc., as of record in Deed Book 20011206, Page 134658; thence, with the lines of Sunrise Motel, Inc., the following calls: South 35 degrees 55 minutes 34 seconds West for a distance of 111.48 feet to A; South 18 degrees 10 minutes 35 seconds West for a distance of 100.00 feet to A; South 03 degrees 16 minutes 35 seconds West for a distance of 260.00 feet to A; South 21 degrees 46 minutes 25 seconds East for a distance of 200.00 feet to A; South 28 degrees 03 minutes 59 seconds East for a distance of 115.21 feet to the point of beginning, together with and subject to covenants, easements, and restrictions of record. Said property contains 15.05 acres more or less, according to a survey by land design surveying, dated December 5, 2002, Job No. 4201037.

Tract Two (Map 102-17)

Being land in Nashville, Davidson County, Tennessee, and also being the land conveyed to James W. McClendon as of record in Deed Book 11163, Page 379, and R.O.D.C., being generally located North of Charlotte Pike (U.S. Highway 70) and North of Interstate 40 and being more particularly described as follows: beginning at an existing iron pin at the Southeast corner of Sunrise Motel, Inc., as of record in Deed Book 20011206, Page 134658; thence with the Easterly line of said Sunrise Motel, Inc., the following calls: North 32 degrees 42 minutes 37 seconds West for a distance of 200.28 feet to a set iron pin; North 36 degrees 19 minutes 25 seconds West for a distance of 451.40 feet to a concrete monument; thence, leaving the lines of said Sunrise Motel, Inc., North 28 degrees 02 minutes 48 seconds West for a distance 218.80 feet to a point in

EXHIBIT "A"

the Davidson Branch; thence, with the Meanders of Davidson Branch the following calls: North 18 degrees 49 minutes 29 seconds East for a distance of 64.12 feet to a point; North 44 degrees 04 minutes 22 seconds East for a distance of 73.95 feet to a point; North 30 degrees 06 minutes 07 seconds East for a distance of 39.48 feet to a point; North 00 degrees 48 minutes 22 seconds West for a distance of 44.80 feet to a point; North 31 degrees 43 minutes 07 seconds West for a distance of 103.50 feet to a point; North 08 degrees 59 minutes 05 seconds West for a distance of 134.80 feet to a point; North 56 degrees 07 minutes 23 seconds West for a distance of 93.03 feet to a point; North 20 degrees 38 minutes 55 seconds West for a distance of 195.52 feet to a point; North 37 degrees 50 minutes 19 seconds West for a distance of 175.00 feet to a point; North 58 degrees 24 minutes 56 seconds West for a distance of 200.00 feet to a point; thence, leaving said Davidson Branch North 65 degrees 31 minutes 26 seconds East for a distance of 116.87 feet to a set iron pin on the Northerly line of the herein described land; thence with said Northerly line North 65 degrees 34 minutes 26 seconds East for a distance of 270.51 feet to a set iron pin at the Northwest corner of Mary N. Ganier, as of record in Deed Book 6051, Page 883; thence, with the Westerly line of said Mary N. Ganier for the following calls: South 18 degrees 52 minutes 29 seconds East for a distance of 256.00 feet to an iron pin set; South 12 degrees 37 minutes 30 seconds East for a distance of 198.00 feet to an iron pin set; South 19 degrees 37 minutes 30 seconds East for a distance of 346.50 feet to a 30" oak; South 23 degrees 37 minutes 30 seconds East for a distance of 346.50 feet to an iron pin set; South 35 degrees 59 minutes 26 seconds East for a distance of 264.00 feet to an iron pin set; South 34 degrees 29 minutes 32 seconds East for a distance of 151.16 feet to an iron pin set, said iron pin being the Southwest corner of said Mary N. Ganier, and landing on the Northerly right-of-way of Cabot Drive; thence, with the Northerly right-of-way of Cabot Drive for the following calls: South 40 degrees 18 minutes 37 seconds West for a distance of 25.00 feet to an iron pin set; South 04 degrees 21 minutes 56 seconds West for a distance of 281.74 feet to an iron pin set; South 36 degrees 21 minutes 02 seconds West for a distance of 70.93 feet to an existing iron pin, said iron pin being the Southeast corner of Sunrise Motel, Inc., also being the point of beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 8.88 acres more or less, according to a survey by Land Designing Surveying, dated December 5, 2002, Job No. 4201037.

Being the same property conveyed to Community South Bank by Successor Trustee's Deed from Joseph J. Jensen, Successor Trustee, recorded on the 30th day of January, 2012 in Instrument No. 20120130-0008322, in the Register's Office of Davidson County, Tennessee.

Ann Nolan

8/6/2014

FDIC

1: S. Saxby

2: A Fitchue

Date: 11/7/2013

EXHIBIT "B" to Special Warranty Deed

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrances, violations, variations, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any mineral or mineral rights leased, granted or retained by the current or prior owners.
6. Taxes and assessments for the year 2013 and subsequent years, not yet due and payable.
7. County of Davidson taxes for the year 2013 and thereafter, not yet due and payable.
8. Liability as to taxes resulting from supplemental, revised or correction assessments pursuant to the provisions of Tennessee Code Ann 67-5-603, et seq.
9. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat recorded in Plat Book 7900, Page(s) 914 and Plat Book 7900, Page 827, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
10. Covenants, Conditions and Restrictions as set forth in Restrictions recorded in Book 9527, Page 628 , but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
11. Easement for public utility and drainage, recorded in Book 9527, Page 638.
12. Easement for ingress and egress, drainage pipes and culverts, recorded in Book 10307, Page 138, Book 10307, Page 141, Book 10307, Page 144 and Book 11163, Page 379.
13. Agreement for Dedication of Easement as set forth in instrument recorded in Book 4545, Page 248 and Book 6813, Page 477.
14. Title to that portion of the land lying below the ordinary low water mark of the Cumberland River and Davidson Branch and Ewin Branch.
15. Easement for the flow of the waters of the Cumberland River and Davidson Branch and Ewin Branch, and the rights of the public therein.
16. Rights of upper and lower riparian owners to the flow of the waters of the Cumberland River and Davidson Branch and Ewin Branch, free from diminution or pollution.
17. Changes in the boundary of the land resulting from erosion or accretion caused by the flow of the Cumberland River and Davidson Branch and Ewin Branch.
18. NOTE: THE AMOUNT OF ACREAGE STATED IN THE LEGAL DESCRIPTION IS NOT INSURED.

CERTIFICATE OF AUTHENTICITY

I, John Cobb Rochford do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

John Cobb Rochford

State of Tennessee
County of Davidson

Personally appeared before me, Lindsey G. Boswell, a notary public for this county and state, John Cobb Rochford, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

LINDSEY G. BOSWELL
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

Notary's Signature

My commission expires: 8/23/14