This Instrument Prepared By:
Rickard K. Smith
Parker, Lawrence, Cantrell & Smith
201 Fourth Avenue, North
Suite 1700
Nashville, Tennessee 37219

Owner: Sunvertibles, LLC
Send Tax bills to:
4203 Franklin Commons Court
Franklin, Tennessee 37068
Tax Map: 118-7/170

BILL GARRETT, Davidson County
Trans:T20150019687 DEEDWARRSP
Recvd: 03/18/15 11:04 4 pgs
Fees:23.00 Taxes:1010.37
20150318-0023245

SPECIAL WARRANTY DEED

Columbine Partners, a Tennessee limited liability company (herein "Grantor"), for and in consideration of Sunvertibles, LLC (herein "Grantee") forbearing any further action against Grantors to collect a debt owed by Grantor and Debtors (as defined hereinbelow) to Grantee and other good and valuable consideration, the receipt and legal sufficiency of all of which are hereby acknowledged, and in further consideration of satisfaction of Grantor's liability under two Promissory Notes (herein "Notes"). The first Note was originally payable to Pinnacle National Bank, dated September 25, 2009 which has been assigned to Grantee. The second Note is owed by Burkhalter & Ryan, PC, and Ted Burkhalter, individually, (herein "Debtors") payable to Grantee dated December 1, 2012 for which Grantor pledged this property to secure the debt. The balance outstanding on the first note is $123,072.93. The outstanding balance on the second note is $150,000.00. In order to satisfy this debt, the Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns forever, all that certain tract, piece and parcel of land together with the building and improvements thereon, erected, situated, lying and being in the County of Davidson, State of Tennessee, and having the address of 2809 Columbine Place, Nashville, Tennessee 37204 and more particularly described in Attachment A hereto (herein "Real Property").

The above described property is improved property.

TO HAVE AND TO HOLD the aforesaid Real Property, with all and singular the hereditaments and the appurtenances of and to the same belonging or anywise appertaining unto the said Grantee, its successors and assigns forever in fee simple. Grantor and Debtors, for themselves and for their assigns, do hereby covenant and agree to and with the Grantee, that Grantor is lawfully seized and possessed of the Real Property; that it has full power and authority to sell and convey the same; and that title thereto is free, clear and unencumbered, except as provided herein, and that they will forever warrant and defend the same against the lawful claims of persons claiming by, through, or under them.

This Deed is in absolute conveyance of Grantor's right, title and interest in the aforesaid Real Property and is not intended as a mortgage, trust, conveyance or security of any kind. The consideration therefore and in addition to that set forth above is the full release and discharge of all debts, obligations and charges heretofore subsisting on the account of and by the terms of a certain Deed of Trust between Grantor and Hugh M. Queener, as Trustee and Pinnacle National Bank as beneficiary, dated August 31, 2004 in the original principal amount of $202,054.00 and recorded in the Recorder's Office of Davidson County, Tennessee, as instrument 20040908-0108778. The consideration hereof in addition to that set forth above, is also the full release and discharge of all debts, obligations and charges heretofore subsisting on the count of and by the terms of a second Deed of Trust between Grantor, Rodney G. Atkins as Trustee and Grantee as Beneficiary dated December 29, 2011 in the original principal amount of $150,000.00 and recorded in the Register's Office of Davidson County, Tennessee as instrument 20111229-0101901 and the Note secured thereby. This conveyance completely

satisfying said above obligations and terminating any security interest given in connection therewith and any effect thereof in all respects.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 11th day of ~~February~~ MARCH, 2015.

By:

COLUMBINE PARTNERS, LLC

Ted A. Burkhalter
Managing Member

BURKHALTER & RYAN, PC

Ted A. Burkhalter
President

Ted A. Burkhalter
Individually

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for the above state and county, the above-signed Ted A. Burkhalter, Managing Member of Columbine Partners, LLC, with whom I am personally acquainted, or who identified himself to my satisfaction, who acknowledged himself to be the Managing Member of Columbine Partners, LLC, and who acknowledged that as such Managing Member, he was authorized to sign the foregoing document and duly being sworn he did so sign by affixing his name hereto.

Witness my hand and seal this 11th day of ~~February~~ MARCH, 2015.

NOTARY PUBLIC

My Commission Expires:
6/21/2016



STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for the above state and county, the above-signed Ted A. Burkhalter, President of Burkhalter & Ryan, PC, with whom I am personally acquainted, or who identified himself to my satisfaction, who acknowledged himself to be the President of Burkhalter & Ryan, PC, and who acknowledged

that as such President, he was authorized to sign the foregoing document and duly being sworn he did so sign by affixing his name hereto.

Witness my hand and seal this 11th day of ~~February~~ March, 2015.

Tamara M Brown
NOTARY PUBLIC

My Commission Expires:
6/21/16

TAMARA M. BROWN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JUNE 21, 2016

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for the above state and county, the above-signed Ted A. Burkhalter, with whom I am personally acquainted, or who identified himself to my satisfaction and duly being sworn he did so sign by affixing his name hereto.

Witness my hand and seal this 11th day of ~~February~~ March, 2015.

Tamara M Brown
NOTARY PUBLIC

My Commission Expires:
6/21/16

TAMARA M. BROWN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JUNE 21, 2016

AFFIDAVIT

The actual consideration or value of this transfer whichever is greater is ($ 273,072.93).

Rodney Addison
AFFIANT

Sworn to and subscribed before me this 11th day of ~~February~~ March, 2015.

NOTARY PUBLIC

My Commission Expires:
Sept. 10, 2018

ASHLEY T. COLLINS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires SEPT. 10, 2018

Attachment A

Land in Davidson County, Tennessee, being Lot No. 22, Block "D", on the Plan of Berry Hill Gardens Subdivision, as of record in Book 1130, page 36, Register's Office for said County.

Said Lot No. 22 fronts 75 feet on the westerly side of Columbine Place and extends back between parallel lines 131.8 feet to a dead line.

Being the same property conveyed to Columbine Partners, LLC by deed from Jackie Heard Streett and husband, William B. Streett and the Estate of Richard Martin Heard (deceased) as of record in Book 11292, page 281, Register's Office for Davidson County.