PREPARED BY BARNEY B. REGEN, 465 HENSLEE DRIVE, DICKSON, TENNESSEE

Map 105 11 0 147.00
[part of]

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00) cash in hand paid by the Grantee (hereinafter named), and other good and valuable consideration, including (i) the Grantee's agreement to pay a certain promissory note dated March 18, 2016, executed by the Grantor (hereinafter named) and made payable to Community First Bank & Trust in the principal amount of Three Hundred Fifty-Two Thousand and No/100 Dollars ($352,000.00), the current balance of which is One Hundred Thirty-Six Thousand Eight Hundred Forty and 34/100 Dollars ($136,840.34), with interest on the outstanding principal balance being payable monthly at the rate of four and ninety-nine one-hundredths percent (4.99%) per annum, beginning with the installment due on August 18, 2016, and continuing on the same day of each succeeding month, and with all unpaid principal and accrued interest being due and payable on March 18, 2017, and (ii) the Grantee's execution and delivery of a promissory note of even date herewith made payable to the Grantor in a principal amount equal to the greater of Seventeen Thousand Six Hundred and No/100 Dollars ($17,600.00) or five percent (5%) of the gross price at which the hereinafter described property is sold by the Grantee to an unaffiliated third party in an arms-length transaction, to be paid without interest at the time of such sale, and to secure the payment of which a deed of trust to the hereinafter described property has this day been executed and delivered by the Grantee, **Blackacre Development Company, LLC**, a Tennessee limited liability company (the "Grantor"), has bargained and sold, and by these presents does transfer and convey unto **Potter Brothers Construction, LLC**, a Tennessee limited liability company (the "Grantee"), its successors and assigns, the real property described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Property").

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title, and interest thereto belonging, to the Grantee, its successors and assigns, forever.

AND THE GRANTOR HEREBY COVENANTS with the Grantee that it is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is unencumbered, except for (i) statutory liens and encumbrances arising under the laws of federal, state, and local governments having jurisdiction of the Property, including, without limitation, a lien for 2016 Davidson County real-property taxes, which shall be paid by the Grantee, and (ii) all matters appearing in the public records of Davidson County, Tennessee, which affect the Property or the Grantor's title thereto.

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

NOTWITHSTANDING ANYTHING CONTAINED herein to the contrary, all improvements to the Property are being transferred and conveyed in their current conditi

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locations (i.e., "as is" and "where is"), and without representation or warranty, express or implied, as to the condition of such improvements or their fitness for a particular purpose, and in no event shall the Grantor be liable for any defect in such improvements or for any limitation on their use.

IN WITNESS WHEREOF, Blackacre Development Company, LLC has caused its name to be subscribed hereto this 25th day of July, 2016.

BLACKACRE DEVELOPMENT COMPANY, LLC

By: _____
President

STATE OF TENNESSEE
COUNTY OF DICKSON

Before me, the undersigned, a notary public of the state and county aforesaid, personally appeared Jason L. Epley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be president of Blackacre Development Company, LLC, a limited liability company, and that he as such president, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as president.

Witness my hand and official seal at Dickson, Tennessee, this 25th day of July, 2016.

_____
Notary Public

LAURA K. NEWBERRY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DICKSON

My Commission Expires:
Mar. 21, 2017

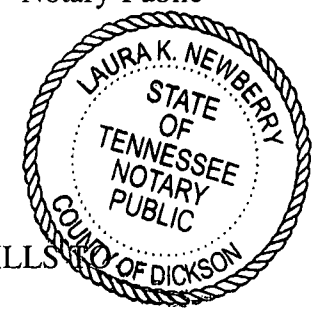
AFFIDAVIT

I hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is $154,440.34, which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

_____
Affiant

Subscribed and sworn to before me this 25th day of July, 2016.

Notary Public



My Commission Expires:
Nov. 21, 2017

NAME AND ADDRESS OF OWNER:

Potter Brothers Construction, LLC
7003 Old Clarksville Pike
Joelton, Tennessee 37080-9412

SEND TAX BILLS TO:

Potter Brothers Construction, LLC
7003 Old Clarksville Pike
Joelton, Tennessee 37080-9412

This instrument was prepared from information furnished by one or more of the parties hereto, and the preparer assumes no responsibility for the completeness or accuracy of such information. No title examination was requested or performed.

EXHIBIT A

Description of Property

Land in Davidson County, Tennessee, being Unit A of 1708 Allison Cottages, a Horizontal Property Regime with Private Elements located at Nashville, Davidson County, Tennessee, and described in a Declaration of Covenants, Conditions and Restrictions for 1708 Allison Cottages, a Horizontal Property Regime with Private Elements, of record as Instrument No. 20160323-0027631, Register's Office for Davidson County, Tennessee, to which reference is hereby made. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the units, property, co-owners and tenants of 1708 Allison Cottages, a Horizontal Property Regime with Private Elements, contained in said Declaration, the plat filed as Exhibit "B" to said Declaration appearing in Instrument No. 20160323-0027631, and Bylaws appended thereto as Exhibit "C", said Register's Office, are incorporated herein by reference and made a part hereof the same as though copied herein for a more complete identification and description of said Unit.

Being part of the same property conveyed to Blackacre Development Company, LLC by deed from GMAT Holdings GP dated March 11, 2016, of record as Instrument No. 20160323-0027630 in the Register's Office of Davidson County, Tennessee.

This is improved property known as 1708 A Allison Place, Nashville, Tennessee 37203.