Bill Garrett Davidson County
Batch# 32396 DEEDWARRSP
12/01/2017 02:31:19 PM 5 pgs
Fees: $28.00 Taxes: $11,840.00
20171201-0122934

Prepared by and return to:
Mark E. Beutelschies
Farris Bobango Branan PLC
999 S. Shady Grove Road #500
Memphis, Tennessee 38120

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into as of this the 30th day of November, 2017, by and between **Dillard Investments, L.P.**, a Tennessee limited partnership ("Grantor"), and **Darren Metz**, a Tennessee resident ("Grantee").

WITNESSETH: That for and in consideration of Ten Dollars ($10.00) cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, Grantor has bargained and sold and hereby bargains, sells, conveys and confirms unto Grantee the following described real estate, situated and being in County of Davidson, State of Tennessee, to-wit:

Land in Davidson County, Tennessee being part of Lot Nos. 1 and 9 on the Plan of Clifton as of record in Book 21, Page 35, Register's Office of Davidson County, Tennessee and being part of a 9.36 acre tract on the map of Richard S. West's land in West Nashville, not of record, and a part of the Barrow lands, not of record and being part of the 1.78 acre tract on the Clifton Plan of Lots as of record in Book 421, Page 12, said Register's Office and described according to a survey by Lonny G. Brown, dated October 14, 1986 as follows:

BEGINNING at an iron pin located in the Easterly right-of-way of 39th Avenue North; said pin being the Northwest corner of the Interstate Machinery, Inc., property (Tax Map 92-09, Parcel 20) and the Southwest corner of the herein described land; thence with the Easterly right-of-way of 39th Avenue North, N 7 degrees 15' E a distance of 50.00 feet to an iron pin; thence leaving 39th Avenue North as follows: S 89 degrees 02' E a distance of 150.00 feet to an iron pin; N 7 degrees 15' E a distance of 276.33 feet to an iron pin in the Southerly line of The Nashville Housing Authority Property; thence with The Housing Authorities southerly line S 81 degrees 03' E, a distance of 747.53 feet to an iron pin in the Westerly right-of-way of 38th Avenue North; thence with the Westerly right-of-way of 38th Avenue North 59 degrees 86' W a distance of 34.45 feet to an iron pin in the Northerly right-of-way of Interstate 40; thence with the Northerly right-of-way of Interstate 40 as follows: S 74 degrees 36' W a distance of 386.15 feet to an iron pin; S 67 degrees 43' W a distance of 445.32 feet to an iron pin; thence leaving Interstate 40 as follows: N 7 degrees 15' E a distance of 95.00 feet to an iron pin; N 89 degrees 02' W a distance of 150.00 feet to the point of beginning containing 3.85 acres more or less.

Being a portion of the same property conveyed to Dillard Investments, L.P., a Tennessee limited partnership by Quitclaim deed from M.R. Dillard (a/k/a Mathie R. Dillard, Mathie R. Dillard, Jr. and Mathie Robert Dillard) and Sadie M. Dillard (a/k/a

Sadie Dillard and Sadie Marie Dillard) of record at Instrument No. 20011221-0141456, Register's Office of Davidson County, Tennessee.

Property Address: 522 39th Avenue North, Nashville, Tennessee, 37209
Parcel ID No.: 092 09 0 021.00

This being the same property conveyed to Dillard Investments, L.P., a Tennessee limited partnership, by Quitclaim Deed recorded as Instrument No. 20011221-0141456, in the Register's Office for Davidson County, Tennessee.

The Grantor does hereby covenant with the said Grantee that it is lawfully seized in fee of the aforesaid real estate; that it has good right to sell and convey the same; that the same is unencumbered, except for those listed on Exhibit A, attached hereto and incorporated as part hereof, and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons claiming by, through or under Grantor, but not further or otherwise.

TO HAVE AND TO HOLD the aforedescribed real estate together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto Grantee, his heirs, successors and assigns in fee simple forever.

AND, subject always to those liens, easements, encumbrances and exceptions listed hereinabove, the Grantor does hereby covenant with the Grantee that title to the aforesaid real estate Grantor will warrant and forever defend against the lawful claims of all persons claiming by, through or under Grantor, but not further or otherwise.

[*Signature page to follow.*]

WITNESS the signature of Grantor on the day and year first above written.

Dillard Investments, L.P.
a Tennessee limited partnership
By: The Estate of M. R. Dillard,
Its General Partner

By: _____
Name: Gary Scott
Its: Executor

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, a notary public of the state and county aforesaid, personally appeared Gary Scott, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Executor of the General Partner of Dillard Investments, L.P., a Tennessee limited partnership, the within named bargainor, and that he as such Executor, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Executor.

WITNESS my hand and Notarial Seal at office this 29 day of November, 2017.

_____
Notary Public

BRENDA REYNOLDS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 3/10/19

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred whichever is greater, is **$3,200,000.00**, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

_____
Affiant

Subscribed and sworn to before me this _____ day of November, 2017.

_____
Notary Public

My Commission Expires:

Owners Name and Address and Mail Tax Bills to:
Darren Metz

STATE OF Georgia
COUNTY OF Fulton

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred whichever is greater, is **$3,200,000.00**, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 29 day of November, 2017.

Notary Public

My Commission Expires: March 27, 2018



Owners Name and Address and Mail Tax Bills to:
Darren Metz
1037 Vaughn Crest Boulevard
Franklin, TN 37069

EXHIBIT A

PERMITTED EXCEPTIONS

1. Taxes for the year 2017, a lien, due and payable, but not yet delinquent.

2. Lack of direct access to 1-40.

3. Perpetual Easement for Highway Purposes of record in Book 4171, Page 485, Register's Office for Davidson County, Tennessee.

4. Rights of tenants under unrecorded leases.