Bill Garrett Davidson County
Batch# 91072 DEEDWARRSP
05/11/2018 11:03:39 AM 5 pgs
Fees: $28.00 Taxes: $3,515.00
20180511-0045302

After Recording Return to::

David F. Leake, Esq.
The Winchester Law Firm, PLLC
6060 Poplar Avenue, Suite 295
Memphis, TN 38119

This instrument prepared by:

James M. Edwards
Balch & Bingham, LLP
P.O. Box 78
Montgomery, Alabama 36101-0078

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars and No/100 ($10.00), cash in hand paid by the Grantee and other good and valuable considerations accepted as cash, the receipt and sufficiency of which are hereby acknowledged, **EDENWALD PROPERTIES,** a Tennessee General Partnership whose address is 688 Pebble Springs Drive, Franklin, Tennessee 37067-4612 (hereinafter referred to as "Grantor"), herein this day bargained and sold, and does hereby transfer and convey unto **JWAV-M, LLC**, an Alabama limited liability company, whose address 2660 Eastchase Lane Suite 100, Montgomery, Alabama 36107 (hereinafter referred to as "Grantee"; the terms "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits), the following described real property, to wit:

> ALL THAT TRACT OR PARCEL of land lying and being in Davidson County, Tennessee, being more particularly described on **Exhibit "A"** attached hereto and made a part hereof by this reference (the "Land"); TOGETHER WITH any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land, and any right, title and interest of Grantor in and to any land lying in the bed of any street, road or highway in front of or adjoining said Land, together with any strips or gores relating to the Land (the Land and the foregoing rights, easements and appurtenances being hereinafter collectively referred to as the "Property").

This is part of the same real estate conveyed to the Grantor by deeds recorded atBook 9986, Page 313, Book 10200, Page 23, and Book 20030712, Page 0097232_in the Register's Office of Davidson County, Tennessee.

Tax Parcel ID: 034-060-035.00

TO HAVE AND TO HOLD the above described real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the Grantee, its successors and assigns forever.

Grantor covenants that it is lawfully seized and possessed of said Property in fee simple, has a good right to convey it, and that the same is unencumbered, except for those matters shown on **Exhibit "B"** attached hereto and incorporated herein by this reference.

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said Property to said Grantee, its successors and assigns, against the claims of all persons or entities whomsoever claiming by, through or under Grantor, but not otherwise.

The words Grantor and Grantee shall include the plural where appropriate, and pronouns shall be construed according to their proper gender and number according to the context thereof.

Witness my hand this ___ day of May, 2018, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

KENNY N. LOFTIS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

EVENWALD PROPERTIES
a Tennessee General Partnership

By: _____
Ronald H. Johnson
Its: Authorized Agent

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, a Notary Public of the state and county aforesaid, personally appeared Ronald H. Johnson with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be an Authorized Agent of EVENWALD PROPERTIES, a Tennessee general partnership, the within named grantor, and that he as such Authorized Agent, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership by himself as an Authorized Agent for and on behalf of the said partnership.

WITNESS my hand and seal, at office, this 9 day of May, 2018.

Kenny N. Loftis
Notary Public

My Commission Expires: 8/20/2019

sTATE OF TENNESSEE
COUNTY OF SHELBY

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 **$950,000.00,** which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Geraline Withers
Affiant

Subscribed and sworn to before me this 16th day of May 2018.

David F Leake
Notary Public

My Commission Expires:

DAVID F. LEAKE STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY MY COMM. EXP. 1-17-2021

Property Address

741 Myatt Drive
Madison, TN 37115

Property Owner

JWAV-M, LLC
2660 Eastchase Lane, Suite 100
Montgomery, AL 36107

Mail Tax Bills To:

JWAV-M, LLC
2660 Eastchase Lane, Suite 100
Montgomery, AL 36107

Exhibit A

741 Myatt Drive
Legal Description

BEING located in the 10th Councilmanic District of Davidson County, Tennessee, being located northeasterly of U.S Highway 31E (State Route 6, Gallatin Pike) and Myatt Drive intersection and being a portion of the Bradley McKinney Property as recorded in Instrument #20090818-0077492, in the Register's Office of Davidson County, Tennessee and being a portion of Lot 4 of the Plan of W.J. Cude's Subdivision Edgefield Junction as recorded in Plat Book 421, Page 105, in the Register's Office of Davidson County, Tennessee and being more particularly described as follows:

BEGINNING at a new iron pin monument, said monument being the northerly right-of-way of Myatt Drive and northwesterly corner common to the Edenwald Properties, A General Partnership Property, as recorded in Instrument #20030712-0097232, in the Register's Office of Davidson County, Tennessee and southeasterly corner of this property;

Thence leaving the Edenwald Properties, A General Partnership Property and continuing along with the northerly right-of-way of Myatt Drive, N 32°14'32" W a distance of 150.00' to a new brass disk monument;

Thence leaving said northerly right-of-way of Myatt Drive and continuing along with a new severance line across the Bradley McKinney Property, N 54°31'49" E a distance of 308.63' to a new iron pin monument, said monument being the southerly property line of Lot 2 of Rivergate Place as recorded in Plat Book 6900, Page 368, in the Register's Office of Davidson County, Tennessee;

Thence continuing along with the southerly property line of Lot 2 of Rivergate Place the following two calls: S 39°24'54" E a distance of 127.72' to a to a new iron pin monument;

Thence S 28°08'06" E a distance of 22.53' to an existing 5/8" iron pin monument, said monument being the northwesterly corner of the Edenwald Properties, A General Partnership Property;

Thence leaving said Lot 2 of Rivergate Place and continuing along with the Edenwald Properties, A General Partnership Property, S 54°31'49" W a distance of 322.99' to a new iron pin monument in the northerly right-of-way of Myatt Drive, which is the point of beginning, having an area of 47,578 square feet, 1.09 acres more or less.

All bearings based on Tennessee State Plane (NAD 83)

This description was prepared by Blue Ridge Surveying, Inc., certified by Brian M. Reifschneider RLS #2487, and dated July 13, 2017.

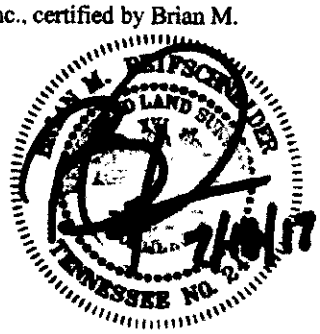


EXHIBIT "B"

EXCEPTIONS

1. Davidson County Taxes for the year 2018, a lien, not yet due and payable.
2. Declaration of Covenants, Conditions and Restrictions of record in **Book 9986, Page 317** as Amended and Restated in Book **10225, Page 228**, in the Register's Office of Davidson County, Tennessee.
3. Subdivision restrictions, building lines and easements of record in **Book 421, Page 105** and **Book 421, Page 112**, in the aforesaid Register's Office.
4. Operating Agreement of record in **Book 9986, Page 369**, in the aforesaid Register's Office.
5. Agreement of record in **Book 9986, Page 379 amended by Book 10255, Page 247** and **Book 10255, Page 255**, in the aforesaid Register's Office.
6. Easements and incidental rights in that portion of the Land described in Schedule A underlying public roads.