SPECIAL WARRANTY DEED

Bill Garrett Davidson County
Batch# 120343 **DEEDWARRSP**
07/24/2018 04:10:59 PM 5 pgs
Fees: $28.00 Taxes: $2,682.50

20180724-0072268

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is **$725,000.**

Affiant

Subscribed and sworn to before me, this the 23rd day of July, 2018.

Notary Public

My Commission Expires: 5/12/19

Tanika M. Cox State of Tennessee Notary Public Davidson County

THIS INSTRUMENT PREPARED BY
Bone McAllester Norton PLLC, 511 Union Street, Suite 1600, Nashville, TN 37219

Name and Address of New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Dale & Associates, Inc. 516 Heather Place Nashville, Tennessee 37204	118-11-0-081.00	Dale & Associates, Inc. 516 Heather Place Nashville, Tennessee 37204

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **TROY SMITH AND JEANIE SMITH, a married couple and Tennessee residents** (collectively, the "Grantor"), has this day bargained and sold, and by these presents does hereby transfer and convey unto **DALE & ASSOCIATES, INC., a Tennessee corporation** (the "Grantee"), and its successors and assigns, forever, the real estate located in Davidson County, State of Tennessee (the "Property"), more particularly described on Exhibit 1 attached hereto and incorporated herein.

This is improved property that currently is municipally known as 518 Heather Place, Nashville, Tennessee 37204.

The Property is sold "AS IS, WHERE IS", subject only to the warranties expressly set forth below, and this conveyance is made subject to the following limitations, restrictions and/or encumbrances (the "Permitted Exceptions"): [i] all real estate taxes and assessments for 2018 and future years, the liens for such future years yet due and payable; [ii] all matters of public record; [iii] all governmental zoning rules and regulations applicable to the ownership and use of the Property; [iv] all matters that may be disclosed by an accurate survey and inspection of the Property; [v] liens (including materialmen's, mechanics', and contractor liens and lien rights), claims, and conditions created by or related to Grantee's or Grantee's agents' inspection of and work on the Property prior to the transfer consummated hereby; [vi] that certain Parking Easement Agreement, of even date herewith, by and between Grantor and

Grantee and of record at the Register of Deeds Office in Davidson County, Tennessee; and [vii] the Use Restriction (defined below).

Use Restriction

Grantee agrees that the transfer and use of the Property is subject to the following restriction (the "Use Restriction"), which Use Restriction and all provisions hereof shall run with the land and shall bind Grantee, Grantee's successors and assigns, and their tenants, licensees, occupants, contractors, agents, invitees, guests, customers, and visitors: The Property shall not be used in any manner whatsoever for a restaurant, café, bar, or similar food-service business without the prior written consent of Grantor or the owner(s) of all of the Benefitted Property, if not Grantor. Grantee acknowledges and agrees to the Use Restriction on behalf of itself and its shareholders, successors, and assigns and their tenants, licensees, occupants, contractors, agents, invitees, guests, customers, and visitors (such Use Restriction constituting material consideration for Grantor's transfer of the Property to Grantee), and Grantor and all of Grantor's heirs, successors, and assigns shall have all rights and remedies available at law and in equity to enforce the Use Restriction and shall be entitled to collect its costs and expenses (including attorney fees) incurred in connection with any enforcement of the Use Restriction.

TO HAVE AND TO HOLD the Property, together with all the improvements thereon and all rights associated therewith and appurtenances thereto belonging, subject to the Permitted Exceptions, unto the Grantee and its successors and assigns, in fee simple, forever.

GRANTOR COVENANTS with Grantee that Grantor is lawfully seized and possessed of the Property, that Grantor has a good and lawful right to sell and convey the same, and that the Property is free from any lien or encumbrance whatsoever, except for the Permitted Exceptions.

GRANTOR FURTHER COVENANTS with Grantee and binds Grantor and Grantor's, representatives and assigns, to warrant and forever defend the title thereto of said tract or parcel of land to Grantee, its successors and assigns, against the lawful claims and demands of all persons claiming by, through or under Grantor, but no further or otherwise.

All warranties of Grantor herein contained are expressly limited to those persons or parties claiming by, through, or under Grantor.

[Signature pages follow]

[Signature pages to Special Warranty Deed]

WITNESS this the 23 day of July, 2018.

GRANTOR:

Troy Smith

Jeanie Smith

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public for the State and County aforementioned, Troy Smith, the within named bargainors, with whom I am personally acquainted (or proved to on the basis of satisfactory evidence) and who upon oath acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office this 23 day of July, 2018.

MELISSA SHIELDS BROWN NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY My Commission Expires MAR. 3, 2020

NOTARY PUBLIC

My Commission Expires: 3/3/20

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public for the State and County aforementioned, Jeanie Smith, the within named bargainors, with whom I am personally acquainted (or proved to on the basis of satisfactory evidence) and who upon oath acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office this 23 day of July, 2018.

MELISSA SHIELDS BROWN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY MY COMMISSION EXPIRES MAR. 3, 2020

NOTARY PUBLIC

My Commission Expires: 3/3/20

ACKNOWLEDGED AND AGREED BY GRANTEE:

Dale & Associates, Inc.

By: _____
Roy M. Dale
Chief Executive Officer

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Tanika M. Cox, a Notary Public of said County and State, personally appeared Roy M. Dale, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Executive Officer of Dale & Associates, Inc., the within named bargainor, a Tennessee corporation, and that he as such Chief Executive Officer executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as its Chief Executive Officer.

WITNESS my hand and seal at office this 23rd day of July, 2018.

_____
NOTARY PUBLIC

My Commission Expires: 5/12/19

State of Tennessee Notary Public Davidson County

EXHIBIT 1

Description of Property

Land in Davidson County, Tennessee, being Lot No. 1 (erroneously referred to as Unit No. 1 in previous deed) of Block E, on the Plan of Berry Hill Gardens, of record in Book 1130, Page 36, Register's Office for said County, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Troy J. Smith and wife, Jeanie Smith from Heather Place Partners, LLC by Warranty Deed on August 5, 2016, of record in Instrument Number 20160808-0082500, said Register's office.