This instrument prepared by and after recording return to:

Thompson Burton PLLC
One Franklin Park
6100 Tower Circle, Suite 200
Franklin, Tennessee 37067
Attn: Walt Burton, Esq.

Bill Garrett Davidson County
Batch# 135713 DEEDWARRSP
08/31/2018 03:59:59 PM 6 pgs
Fees: $33.00 Taxes: $14,985.00
20180831-0086817

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bills To:	Tax Map/Parcel IDs:
Richland South, LLC 212 Overlook Cir., Ste. 207 Brentwood, Tennessee 37027	Richland South, LLC 212 Overlook Cir., Ste. 207 Brentwood, Tennessee 37027	Parcel No. 093-15-0-160.00 Parcel No. 093-15-0-381.00 Parcel No. 093-15-0-382.00

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 consideration accepted as cash, the receipt and sufficiency of which are hereby acknowledged, **HORIZON BANK d/b/a HORIZON TRUST & INVESTMENT MANAGEMENT, AS TRUSTEE OF THE JAMES B. ALTMAN IRREVOCABLE TRUST** (hereinafter referred to as "Grantor"), herein this day has bargained and sold, and does hereby transfer and convey, unto **RICHLAND SOUTH, LLC**, a limited liability company (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 unimproved land lying and being in Davidson County, Tennessee, being more particularly described on **Exhibit "A"** attached hereto (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").

TO HAVE AND TO HOLD said Property, with the appurtenance, estate, title and interest thereto belonging, to 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 (the "Permitted Exceptions").

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 all persons claiming under Grantor, but no further or otherwise and subject, however, to the Permitted Exceptions.

[*Signatures Commence on Following Page*]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this 29th day of August, 2018.

GRANTOR:

HORIZON BANK d/b/a HORIZON TRUST & INVESTMENT MANAGEMENT, AS TRUSTEE OF THE JAMES B. ALTMAN IRREVOCABLE TRUST

By: Rachel L. Saxon

Name: Rachel L. Saxon

Its: President & Senior Trust Officer

STATE OF INDIANA

COUNTY OF LAPORTE

STATE OF INDIANA NOTARY SEAL

LESLIE HELEN BIGGS
Notary Public, State of Indiana
LaPorte County
Commission # 640304
My Commission Expires
December 05, 2020

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Rachel L. Saxon, the President & Senior Trust Officer of Horizon Bank d/b/a Horizon Trust & Investment Management, as Trustee of the James B. Altman Irrevocable Trust, the within-named Grantor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she is authorized by the Bank, the Bank being authorized by the Trust, to execute this instrument on behalf of the Bank in its capacity as Trustee of the Trust.

Witness my hand and official seal this 29th day of August, 2018.

My Commission Expires:

12-5-2020

Leslie Helen Biggs
Notary Public

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

I hereby swear and affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is $4,050,000.00, which is equal to or greater than the amount the property transferred would command at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me,
this 30th day of August, 2018.

NOTARY PUBLIC

My Commission Expires: 5-27-20



Exhibit "A"

Legal Description of Property

TRACT 1:

Land in Davidson County, Tennessee, being the southerly 30 feet of Lot No. 70 in Barrow Grove Addition to the City of Nashville, fronting 30 feet on the easterly side of Fifth Avenue South, formerly South Summer Street and running back between parallel lines 176 feet to an alley, as per plan recorded in Book "S", page 279, of the Register's Office for said county, and more particularly described as beginning at a point on the easterly side of Fifth Avenue South 121 feet north of the northerly margin of Mulberry Street; running thence easterly parallel to the northerly margin of Mulberry Street, 176 feet to an alley; thence northerly with the westerly margin of said alley, 30 feet; thence westerly 176 feet to the easterly margin of Fifth Avenue South; thence southerly with the easterly margin of Fifth Avenue South 30 feet to the beginning.

TRACT 2:

Land in Davidson County, Tennessee, being part of Lot No. 69 on the Map of Barrow Grove of record in Book "S", Page 279, said Register's Office described as follows:

Beginning at a point in the east margin of 5th Avenue South at the northwest corner of the property conveyed to J.J. Nelson and wife, of record in Book 545, Page 343, Register's Office for said county, said point being 60 feet north of Mulberry Street; thence along Nelson's north line, easterly 176 feet to the west margin of said alley, northerly 61 feet to a point; thence westerly 176 feet to the east margin of 5th Avenue South; thence with the margin of the same, southerly 61 feet to the point of beginning.

TRACT 3:

Land in Davidson County, Tennessee, being the south 60 feet of Lot No. 69 on the Plan of Samuel Weakley's Survey of Barrows Grove, as of record in Book "S", Page 279, Register's Office for said county.

Said part of said Lot fronts 60 feet on the easterly side of Fifth Avenue South, formerly Summer Street, and runs back between parallel lines along the north margin of Mulberry Street, 176 feet to an alley.

Tracts 1, 2 and 3 being the same property conveyed to I-65 Realty Partners, LLC, by warranty deed from Jerry C. Pendergrass, unmarried, dated September 7, 2001 and recorded as Instrument No. 20011010-0110384, Register's Office for Davidson County, Tennessee. Further being the same property conveyed to James B. Altman Irrevocable Trust by quitclaim deed from I-65 Realty Partners, LLC, a Nevada limited liability company, dated December 12, 2014 of record as Instrument No. 20150116-0004500 as corrected by Scrivener's Affidavit recorded as Instrument No. 20150213-0013469, said Register's Office.

TRACT 4:

Land in Davidson County, Tennessee, being the northerly 30 ½ feet of the southerly 60 ½ feet of Lot No. 70 in Barrow Grove Addition as of record in book "S", Page 279, Register's Office for said county, and described as follows:

Said part of said Lot 70 fronts 30 ½ feet on the easterly side of 5th Avenue South, formerly Summer Street, and extends back between parallel lines, and parallel with and 150 feet north of the northerly margin of Mulberry Street, for a distance of 176 feet to a rear alley.

Tract 4 being the same property conveyed to I-65 Realty Partners, LLC, by warranty deed from Jerry C. Pendergrass, and Ruby E. Brannon, tenants in common with rights of survivorship, dated September 7, 2001 and recorded as Instrument No. 20011010-0110428, Register's Office for Davidson County, Tennessee. Further being the same property conveyed to James B. Altman Irrevocable Trust by quitclaim deed from I-65 Realty Partners, LLC, a Nevada limited liability company, dated December 12, 2014 of record as Instrument No. 20150116-0004502 in said Register's Office.

Exhibit "B"

Permitted Exceptions

1. Taxes for the year 2018 and subsequent years, a lien not yet due and payable.

2. Lease Agreement dated November 1, 2010, by and between I-65 Realty Partners, LLC and Metro News Adult Book Store

3. Renewal Lease dated August 18, 2003, as amended by Rider #1 to Lease dated August 20, 2003, and Rider #2 to Lease dated December 7, 2010, by and between Jerry Pendergrass and The Lamar Companies.