Bk 23
MBH

THIS INSTRUMENT PREPARED BY AND WHEN RECORDED RETURN TO:	PROPERTY OWNERS:	PROPERTY ADDRESS:	MAIL TAX BILLS TO:	TAX PARCEL NO.:
Jason A. Strain, Esq., Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C., Memphis, Tennessee 38103	First Tennessee Bank, National Association Attn: Thomas F. Baker, IV 165 Madison Avenue Memphis, TN 38103	1206 Gallatin Pike Madison, TN	First Tennessee Bank, National Association Attn: Thomas F. Baker, IV 165 Madison Avenue Memphis, TN 38103	51-8-219

Davidson County DEEDWARR
Recvd: 02/03/04 14:59 7pgs
Fees:38.00 Taxes:1850.00

20040203-0013124

WARRANTY DEED

THIS INDENTURE, made and entered into this 29th day of January, 2004, by and between JAMES H. BENSON AND JUDY L. BENSON, individuals, a married couple, whose address is 1202 Gallatin Road, Madison, TN 37115 (hereinafter collectively "Grantor"), and FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association whose address is 165 Madison Avenue, Memphis, TN 38103 (hereinafter "Grantee");

W I T N E S S E T H :

THAT for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, Grantor has bargained and sold and does hereby bargain, sell, convey, and confirm unto Grantee the following described real estate, situated and being in City of Madison, County of Davidson, State of Tennessee, to-wit:

All of that certain real estate described in Exhibit "A" attached hereto and incorporated herein by this reference.

This being a portion of the same real estate conveyed to Grantor by Warranty Deed of record in Book 9904, Page 66 in the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the aforesaid real estate, together with all appurtenances and hereditaments thereunto belonging or in anywise appertaining unto Grantee, their heirs, personal representatives, successors, and assigns in fee simple forever.

AND, Grantor does hereby covenant with Grantee that Grantor is lawfully seized in fee of the aforedescribed real estate; that Grantor has a good right to sell and convey the same; that the same is unencumbered, except for those matters set forth in Exhibit "B," attached hereto and incorporated herein by reference, to all of which this conveyance is expressly made subject, and that the title and quiet possession thereto Grantor will warrant and forever defend against the lawful claims of all persons.

As used herein, pronouns shall be construed according to their gender and number according to the context thereof.

IN WITNESS WHEREOF, Grantor has executed this instrument on this the day and year first above written.

JAMES H. BENSON

JUDY L. BENSON

M JS1 738852 v2
2100000-B07696 01/23/04

ACKNOWLEDGMENT(S)

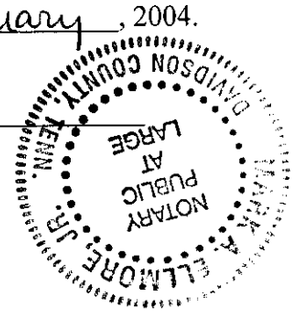
STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Mark A. Ellmore Jr., a Notary Public in and for said State and County, JAMES H. BENSON, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 29th day of January, 2004.

Notary Public

My Commission Expires: 11-25-06



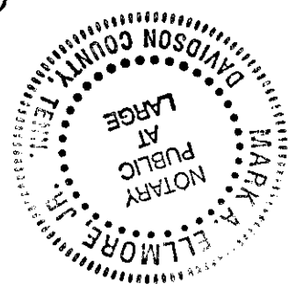
STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Mark A. Ellmore Jr., a Notary Public in and for said State and County, JUDY L. BENSON, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 29th day of January, 2004.

Notary Public

My Commission Expires: 11-25-06



AFFIDAVIT OF VALUE

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 $500,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

AFFIANT

SUBSCRIBED AND SWORN TO before me this 29th day of January, 2004.

Notary Public

MARK A. ELLINGTON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

My Commission Expires:

11-25-08

(For Recording Data Only)

M JS1 738852 v2
2100000-B07696 01/23/04

EXHIBIT "A"
TO
WARRANTY DEED
FROM
JAMES H. BENSON AND JUDY L. BENSON
TO
FIRST TENNESSEE BANK NATIONAL ASSOCIATION

Description Of Real Estate

LOCATED IN DAVIDSON COUNTY, TENNESSEE:

BEING Lot Number 2 as shown on the first revision of the resubdivision of Lots 1 & 2 of the resubdivision of Lots 3 & 4 and parts of Lots 2 & 5 of Charles U. Coggins and Sons First Addition to Montague, of record in Plat Book 8250, Page 991, Register's Office for Davidson County, Tennessee.

Being a parcel of land lying in the Third Councilmanic District of Davidson County, Madison, Tennessee. Said parcel being Lot 2 as shown on the First Revision of the Resubdivision of Lots 1 & 2 of the Resubdivision of Lots 3 & 4 and parts of Lots 2 & 5 of Charles U. Coggin & Sons First Addition to Montague, of record in Plat Book 8250, Page 991, Register's Office of Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a P. K. nail found on the Southerly margin of Due West Avenue, approximately 279' West of the Westerly margin of Gallatin Pike (U.S. Highway 31-E), being near the Northeast corner of Lot 1 of the Charles U. Coggin & Sons First Addition to Montague, Resubdivision of Parts of Lots 5 & 6, of record in Plat Book 4060, Page 56, owned by James W. Benson, of record in Deed Book 9860, Page 719, Register's Office of Davidson County, Tennessee;

Thence, with said margin of Due West Avenue, South 84°48'18" East, a distance of 24.65 feet to an existing P. K. nail, near the Northwest corner of Lot 1 of said First Revision of the Resubdivision of Lots 1 & 2 of the Resubdivision of Lots 3 & 4 and parts of Lots 2 & 5 of Charles U. Coggin & Sons First Addition to Montague, of record in Plat Book 8250, Page 991, as owned by WEC 990-47, LLC & WEC 990-47A, LLC, of record in Deed Book 11610, Page 66, Register's Office of Davidson County, Tennessee;

Thence, leaving said margin, along or near the Westerly and Southerly line of said Lot 1, the following four (4) calls:

Thence, South 26°00'43" West, a distance of 68.77 feet to a P. K. nail found;
Thence, South 34°41'48" West, a distance of 45.87 feet to a P. K. nail found;
Thence, South 26°24'42" West, a distance of 65.36 feet to a P. K. nail found;
Thence, South 63°43'55" East, a distance of 265.03 feet to an iron pin on the Easterly margin said Gallatin Pike;

Thence, with said margin, the following two (2) calls:

Thence, with a curve to the left, having a central angle of 0°27'18", a radius of 17220.00 feet, a tangent of 68.36 feet, an arc length of 136.72 feet and a chord bearing and distance of South 26°07'47" West, 136.72 feet to a iron pin found;
Thence, South 25°55'31" West, a distance of 61.19 feet to an iron pin found near the Northeast corner of Lot 1 of the Resubdivision of Douglas B. Kays Subdivision of record in Plat Book 9700,

Page 361, owned by Devon/Nashville, L.P., of record in Deed Book 10201, Page 425, Register's Office of Davidson County, Tennessee;

Thence, leaving said margin, along or near the Northerly line of said Lot 1, North 64°03'00" West, a distance of 280.25 feet to a hole in concrete near the Southeast corner of said Lot 1 of the Charles U. Coggin & Sons First Addition to Montague, Resubdivision of Parts of Lots 5 & 6, of record in Plat Book 4060, Page 56;
Thence, along or near the East line of said Lot 1, North 25°58'25" East, a distance of 370.11 feet to the Point of Beginning and containing 59,080 Square Feet or 1.35 Acres, more or less.

BEING a portion of the same property conveyed to James H. Benson and wife, Judy L. Benson, by Deed of Record in Book 9904, page 66, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"
TO
WARRANTY DEED
FROM
JAMES H. BENSON AND JUDY L. BENSON
TO
FIRST TENNESSEE BANK NATIONAL ASSOCIATION

Encumbrances

1. All matters shown on Plat recorded in Book 9700, Page 82 and Book 8250, Page 991.

2. Sanitary Sewers and/or Storm Drainage Easement of record in Book 3508, Page 118 and as vacated and superseded in Book 4073, Page 580.

3. Easement(s) to Electric Power Board of Metropolitan Government of Nashville and Davidson County, Tennessee to construct, maintain, repair, rebuild, operate and patrol underground electric power transmission lines of record in Book 4166, Page 239.

4. Subject to a Sidewalk Exit Easement dated December 29, 1995 of record in Book 9904, Page 95.

5. Perpetual Mutual Non-Exclusive Ingress and Egress Easement dated December 29, 1995 of record in Book 9904, Page 98.

6. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 11446, Page 474.

7. Restrictive covenant and reservation as set forth in Book 9904, Page 66.

(For Recording Data Only)