Box 17

THIS INSTRUMENT WAS PREPARED BY:
COOMER AND JENKINS, ATTORNEYS AT LAW
Suite 230 - 392 Harding Place, Nashville, TN 37211

Davidson County DEEDWARR
Recvd: 04/27/04 16:36 2pgs
Fees:13.00 Taxes:77.70
20040427-0047834

SPECIAL WARRANTY DEED

Address of New Owner(s):
Jeff Kendig
1143 Old Hickory Blvd.
Nashville, TN 37207

Send Tax Bills To:
Same

Map/Parcel Numbers:
Map 72-13
Parcel 77

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee(s), and other good and valuable considerations, the receipt of which is hereby acknowledged;

SouthTrust Bank

hereinafter called the Grantor, has bargained and sold, and by these presents do transfer and convey unto

Jeff Kendig

hereinafter called the Grantee, their heirs and assigns, a certain tract or parcel of land in DAVIDSON County, State of Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, being Lot No. 88 on the Plan of Trevecca Subdivision of Renraw, as shown on plat of record in Plat Book 421, pages 72 and 73, in the Register's Office of Davidson County, Tennessee, to which plan reference is hereby made for a more particular description.

Being the same property conveyed to SouthTrust Bank by Substitute Trustee's Deed from Amy Smith, Substitute Trustee, of record in Instrument No. 20031016-0153459, Register's Office for Davidson County, TN.

This conveyance is subject to any and all existing easements of record and to all matters shown on the plan of record in Book 421, pages 72 and 73, said Register's Office.

Taxes for the year 2004 are prorated and assumed by the Buyer herein.

The legal description is the same as the previous deed of record.

This is improved property at 1011 McClurkan Avenue, Nashville, TN 37206.

The Grantor makes no representation or warranty of any kind whatsoever regarding the condition, merchantability, use, or any other matter involving the land or any improvements conveyed herein, except as to title and then only as expressly set forth herein, the Grantee acquires said land and improvements in an "as is" condition.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantees their heirs and assigns, forever; and we do covenant with the said Grantees that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out.

Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend title to the said land to the said Grantees, their heirs, successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not further or otherwise, except as to those matters set forth above to which this conveyance is expressly made subject.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my hand this 16th day of April, 2004.

SOUTHTRUST BANK

By: Geren Moor
Geren Moor
Senior Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Geren Moor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Sr. Vice President of SouthTrust Bank, the within named bargainor, and that he as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of SouthTrust Bank by himself as Sr. Vice President.

Witness my hand and seal, at office in Nashville, Tennessee, this 16th day of April, 2004.

My Commission Expires:

11/26/05

LAURI A. BEASLEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Lauri A. Beasley
NOTARY PUBLIC

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $21,000.00.

AFFIANT

Subscribed and sworn to before me this 14 day of April, 2004.

My Commission Expires:

11/26/05

LAURI A. BEASLEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Lauri A. Beasley
NOTARY PUBLIC

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED