40-A

Address New Owner and Send tax bills to:
Name: William L. Hall, Trustee
Address: 1212 Berwick Trail
Madison, TN 37115

Map-Parcel Numbers:
059-16-0 007.00

This instrument prepared by: Cumberland Bank, P.O. Box 219, Carthage, TN 37030

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of One Dollar in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, CUMBERLAND BANK (the "Grantor") has bargained and sold, and by these presents transfers and conveys to William L. Hall, Trustee, (the "Grantee"), Grantee's successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described as follows (the "Property"):

Lot no. 66 on the Plan of Haynes Heights, Section II, as of record in Plat Book 2331, pages 58 and 59, Register's Office for said county to which plan reference is made for a more complete description.

Being the same property conveyed to Cumberland Bank by Trustee's deed of record in Instrument no. 20040408-0039995 Register's Office for Davidson County, Tennessee.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to any and all unpaid real and personal property taxes affecting the Property, plus penalty and interest thereon, and subject to encroachments, restrictive covenants, building and zoning regulations, matters which an accurate survey of the premises would show, all visible easements, boundary line disputes, defects, claims of parties in possession and any restrictions of record to the extent applicable on the date hereof.

The improvements to the property are conveyed in an AS IS WHERE IS condition.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's heirs and assigns, forever.

Grantor covenants with the Grantee that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth herein.

Grantor further covenants and binds itself, to warrant and forever defend the title to the Property granted by Grantor to the Grantee, Grantee's successors and assigns against the lawful claims of all persons claiming by, through, or under Grantor.

IN WITNESS WHEREOF, the Grantor has executed this Deed this 26 th day of May, 2004.

CUMBERLAND BANK

By: Wesley Rigsby
Wesley Rigsby, Vice President

Davidson County DEEDWARR
Recvd: 05/27/04 15:33 2pgs
Fees:13.00 Taxes:680.80
20040527-0062767

STATE OF TENNESSEE
COUNTY OF SMITH

Before me, a Notary Public within and for the state and county aforesaid, personally appeared Wesley Rigsby, with whom I am personally acquainted (or proved on the basis of satisfactory evidence) and who, upon his oath, acknowledged himself to be the Vice President of Cumberland Bank, a corporation, the within named bargainor, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as such Vice President.

Witness my hand and official seal at office at Carthage, Tennessee on this the 26th day of May, 2004.

Notary Public My Commission Expires: 9.12.05

STATE OF TENNESSEE
COUNTY OF ~~SMITH~~ Davidson

I hereby swear or affirm that he actual consideration for this transfer or value of the property transferred, whichever is greater is $184,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

× William L Hall
Affiant

SUBSCRIBED and sworn to before me, this the 26 day of May, 2004.

Notary Public
My commission expires: 7/21/07

ANDREW S. GIBSON, JR. Notary Public At Large DAVIDSON COUNTY, TENN.
My Commission Expires July 21, 2007