THIS INSTRUMENT PREPARED BY:

MITCHELL A. WATTS, ATTORNEY
2400 Crestmoor Road Suite 102
Nashville, Tennessee 37215

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $***40,000.00

Affiant

Subscribed and sworn to before me this 14th day of January, 2005.

Notary Public

My Commission Expires: 10,12.05

MITCHELL A. WATTS NOTARY PUBLIC AT LARGE Sumner County, Tennessee

ADDRESS OF NEW OWNER

JAMES M. WINGO
1011 North 5th Street
Nashville, Tennessee 37206

SEND TAX BILLS TO

JAMES M. WINGO
531 Bluffview Drive
Pegram, Tennessee 37143

MAP & PARCEL NOS.

MAP 82-4
PARCEL 90

Davidson County DEEDWARR
Recvd: 01/19/05 13:08 2 pgs
Fees:13.00 Taxes:148.00

20050119-0006769

LIMITED WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of FORTY THOUSAND AND 00/100 ($***40,000.00) DOLLARS, cash in hand paid by the hereinafter named Grantee, the receipt of which is hereby acknowledged, CUMBERLAND BANK, a State Member Bank, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto JAMES M. WINGO, unmarried, hereinafter called the Grantee, his heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

BEING Lot No. 123 in Sharpe and Crutcher's Addition to East Nashville as of record in Book 57, page 82, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

BEING the same property conveyed to Cumberland Bank by Trustee's Deed dated November 5, 2004, from J. Nick Shelton as Substitute Trustee, of record as Instrument No. 20041108-0134429 in the Register's Office for Davidson County, Tennessee.

This is improved property known as 1011 North 5th Street, Nashville, Tennessee 37206.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, his heirs and assigns in fee simple forever.

GRANTOR COVENANTS with the said GRANTEE that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it and the same is unencumbered, except as follows:

1. Real estate taxes for the current year, which have been prorated by the parties and assumed by Grantee.

2. Matters shown on the Plan of Sharpe and Crutcher's Addition to East Nashville, of record in Book 57, page 82, Register's Office for Davidson County, Tennessee.

GRANTOR FURTHER COVENANTS and binds itself, its successors and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, his heirs and assigns, against the lawful claims of all persons claiming by, through or under Grantor but not further nor otherwise.

WITNESS my hand this 14th day of January, 2005, the bank having caused its name to be signed hereto by its duly authorized officer on said day and date.

CUMBERLAND BANK

BY: Mary Bennie Wilson
Mary Bennie Wilson
Executive Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Mary Bennie Wilson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be Executive Vice President of Cumberland Bank, the within named bargainor, a state member bank, and that she as such Executive Vice President, executed the foregoing instrument for the purposes therein contained, by signing the name of the bank as Executive Vice President.

WITNESS my hand and official seal this 14th day of January, 2005.

Mitchell A. Watts
Notary Public

My Commission Expires: 10/12/05

MITCHELL A. WATTS
NOTARY PUBLIC AT LARGE
Sumner County, Tennessee