This Instrument Prepared By:
**Broker's Escrow Services, Inc.**
211 Donelson Pike, Suite 2
P. O. BOX 140255
Nashville, Tennessee 37214

Recording Info:

Davidson County DEEDWARR
Recvd: 11/21/05 13:29 2 pgs
Fees:13.00 Taxes:296.00
20051121-0140312

SEND TAX BILL TO NEW OWNER:
**Van C. Bond**

MAP **41**
GROUP **080**
PARCEL **035.00**

MORTGAGEE:
**BANCORPSOUTH BANK**
**5217 Maryland Way**
**Brentwood, TN 37027**

# WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Odell Binkley** hereinafter called the GRANTOR, has bargained and sold, and by these presents, does transfer and convey unto **Van C. Bond**, hereinafter called the GRANTEE, his heirs and assigns, that certain tract or parcel of land located in Davidson County, State of Tennessee, described as follows, to-wit:

A tract of land in the Second Civil district, Nashville, Davidson County, Tennessee as follows:

Beginning at an existing iron pin on the southwesterly right-of-way of Old Hickory Boulevard at the common corner of the herein described tract and Ira S. Brown, et ux of record in deed book 10821, page 955 R.O.D.C. TN; and proceeding as follows:

1. Leaving said southwesterly right-of-way of Old Hickory Boulevard and with said Ira S. Brown S 47 deg56'56" W 322.67 feet to an iron pin set; thence,

2. S 26deg30'33" E 128.11 feet to an iron pin set on the northerly right-of-way of Marydale Drive: thence,

3. With said northerly right-of-way of Marydale Drive a curve to the right 171.78 feet to an iron pin set; said curve having a central angle of 25degll'47", radius 390.63, tangent 87.30, and chord S 76deg05'21" W 170.40; thence,

4. S 88deg41'15" W 88.18 feet to an iron pin set; thence,

5. Leaving said northerly right-of-way of Marydale drive and with G. Gilbert Lowe Subdivision of record in Document No. 20000920-0093639 R.O.D.C. TN a curve to the left 39.03 feet to an existing iron pin; said curve having a central angle of 89deg26'50", radius 25.00, tangent 4.76, and chord N 43deg57'50" E 35.18; thence,

6. N 00deg45'35" W 279.37 feet to an existing iron pin; thence,
170.58' N 88deg44'38" E to a point thence, N 48deg 37'54" E to a point in the westerly margin of Old Hickory Blvd., thence, S 41deg22'06" E 112.79' to the point of beginning Containing 2.14 acres more or less.

Being a part of the same property conveyed to Odell Binkley by deed dated October 15, 2004, of record in Instrument No. 20050113-0005006, Register's Office for Davidson County, Tennessee.

This is improved property known as 1209 Old Hickory Blvd., Nashville, Tennessee .

Subject property is commercial real estate.

Taxes for the current year have been settled between the parties. This conveyance is also made subject to the following matters:

1. Taxes resulting from supplemental, revised or corrected assessments under T.C.A., section 67-5-603, et. seq.
2. Subject to all applicable zoning and planning restrictions, and all health department rules and regulations that may affect the premises.
3. Subject to all covenants, subdivision restrictions, easement and other matter of record in said Register's Office.
4. Subject to an easement, set forth in an instrument of record in Book 6255, page 828, said Register's Office.
5. Subject to all of those facts, conditions and limitations shown on the record in Register's Office for Davidson County, Tennessee.

GRANTOR makes no representation or warranty, express or implied, as to the exact amount of acreage or square footage in the property, or as to the ownership of the minerals located on, under or within the property. Grantor makes no representations or warranties, express or implied, with respect to the condition of the property conveyed hereby, including improvements located thereon, including, without limitation, the habitability, condition or fitness thereof for any particular use or purpose. Grantee agrees that the property conveyed hereby, including improvements located thereon, is conveyed by Grantor and accepted by Grantee in an "as is, where is" and "with all faults" condition.

THIS conveyance is made expressly subject to all covenants, conditions, restrictions, and reservations contained in former deeds and other instruments of record applicable to said property, insofar as same are presently binding thereon, and to any easements apparent from an inspection of said property.

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, forever; and,

GRANTOR does covenants with the said GRANTEE that he is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and warrants that the same is unencumbered unless otherwise herein set out; and,

GRANTOR, does further covenant and bind himself, his heirs 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 whomsoever.

WITNESS my hand this the 14th day of November, 2005.

Odell Binkley

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned Notary Public in and for said County and State, **Odell Binkley** , the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within Warranty Deed for the purposes therein contained.

WITNESS my hand and official seal at office this 14th day of November, 2005.

NOTARY PUBLIC
My Commission Expires:

REBECCA H. WARWICK
NOTARY PUBLIC AT LARGE
WILSON COUNTY
My Commission Expires 09/09/2007

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

The actual value or consideration, whichever is greater, for this transfer is $80,000.00.

AFFIANT

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

NOTARY PUBLIC
My Commission Expires:

REBECCA H. WARWICK
NOTARY PUBLIC AT LARGE
WILSON COUNTY
My Commission Expires 09/09/2007