Davidson County	DEEDWARR
Recvd: 05/12/06 13:50	5 pgs
Fees:28.00 Taxes:314.50	
20060512-0056126	

This instrument prepared by:

Caroline E. Browder, Esq.
919 E. Main Street
14th Floor
Richmond, VA 23219

Name and Address of New Owner:

Carl & Barbara Shane
895 Elm Hill Pike
Nashville TN 37210

Send Tax Bills To:

New Owner

Tax Map and Parcel No.:

Part of 106-01-0-141.00

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, **SUNTRUST BANK**, a Georgia banking corporation ("Grantor"), does hereby bargain, sell, transfer and convey unto **CARL SHANE**, an individual ("Grantee"), the parcel or parcels of real estate situated in the City of Nashville, Tennessee and more particularly described on Schedule A attached hereto and made a part hereof (the "Property").

This conveyance is expressly made subject to those matters more specifically set forth on Schedule A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same, together with all appurtenances, estate, title and interest belonging to Grantee, its successors and assigns, forever.

Grantor covenants that it has full power and lawful authority to sell and convey the Property and it will warrant and defend the title against the lawful claims of all persons claiming the same by, through or under Grantee (except for the matters set forth herein), but not further or otherwise.

IN WITNESS WHEREOF, the Grantor and the Grantee have caused this Deed to be executed personally or on their behalf by their duly authorized representatives as of the date set forth above.

Grantor:

SUNTRUST BANK, a Georgia banking corporation

By: _____
Name: Martha H. Byrd
Title: Vice President

Grantee:

_____
Carl Shane, an individual

STATE OF Georgia)
COUNTY OF Cobb)

Before me, a Notary Public in and for the state and county aforesaid, personally appeared Martha H. Byrd to me known (or proved to me on the basis of satisfactory evidence) to be the Vice President of SunTrust Bank, a Georgia banking corporation, the within named Grantor, who acknowledged that he/she executed the foregoing instrument for the purposes therein contained on behalf of said corporation.

WITNESS my hand at office this 10 day of May, 2006.

_____
Notary Public
My Commission Expires:

RAYMOND W. NORBERG III
Notary Public
Cobb County
State of Georgia
My Commission Expires Jan 4, 2009

STATE OF TN)

COUNTY OF Davidson)

Before me, a Notary Public in and for the state and county aforesaid, personally appeared Carl Shane, known to me (or proved to me on the basis of satisfactory evidence) to be the named Grantee, who acknowledged that he executed the foregoing instrument on his own behalf.

WITNESS my hand at office this 12 day of May, 2006.

Daphne M. Davis
Notary Public
My Commission Expires: 11-14-09

DAPHNE M. DAVIS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE)

COUNTY OF Davidson)

I, Carl Shane, as an individual ~~of~~ _____, ~~a~~ _____, the herein Grantee, hereby swear or affirm that, to the best of my knowledge, information and belief, the actual consideration for this transfer, or the value of the property transferred, whichever is greater, is $85,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Carl Shane

By: Carl Shane

Title: _____

Subscribed and sworn to before me this 12 day of May, 2006.

Daphne M. Davis
Notary Public

My Commission Expires: 11-14-09

DAPHNE M. DAVIS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

SCHEDULE A

Description of the Property

Being a tract of land lying in Nashville, Davidson County, Tennessee, and being more particularly described as follows:

Beginning at an existing iron rod in the southerly right-of-way line of P'Pool Avenue, at a corner common with the property of Joseph & Crescenza Macca, as of record in Instrument Number: 20051014-0123996 at the Register's office for Davidson County, Tennessee;

Thence with the southerly right-of-way line of P'Pool Avenue, South 34 deg 36 min 58 Sec East, 146.67 feet to an existing iron rod;

Thence with a curve to the left, along an arc length of 19.96 feet, the central angle of which is 02 deg 24 min 33 sec, the radius of which is 474.70 feet, the chord of which is South 35 deg 21 min 55 sec East, 19.96 feet to an iron rod set;

Thence leaving the southerly right-of-way P'Pool Avenue, with line through the property of Third National Bank, as of record in Deed Book 4370 Page 316, at the Register's Office for Davidson County, Tennessee, for the following three calls;

1) South 53 deg *55* min 59 sec West, 102.80 feet to an iron rod set;
2) South 10 deg 33 min 51 Sec West, *85.95* feet to an iron rod set;
3) North 79 deg 26 min 09 see West, 59.72 feet to an iron rod set in the easterly property line of Carl D. & Barbara B. Shane, as of record in Instrument Number: 20050616-0068955, at the Register's Office for Davidson County, Tennessee;

Thence with the easterly property line of Carl D. & Barbara B. Shane, North 07 deg 54 min 37 sec East, 168.33 feet to an existing iron rod;

Thence North 38 deg 16 min 18 sec West, 87.46 feet to an existing iron rod, at a corner common with the property of Joseph & Crescenza Macca;

Thence with the easterly property line of Joseph & Crescenza Macca, North 69 deg 10 min 07 sec East, 100.25 feet to the POINT OF BEGINNING. Containing 25,165 Square Feet or 0.578 acres more or less.

Being part of the same property conveyed to Third National Bank, as of record in Deed Book 4370, Page 316, at the Register's Office for Davidson County, Tennessee.

SUBJECT TO taxes for 2006 and subsequent years. Taxes for the year 2006 will be prorated between Grantor and Grantee as of the date of this deed.

SUBJECT TO governmental zoning and subdivision ordinances or regulations in effect thereon and all easements, restrictions, covenants, agreements, conditions and other matters of record that

may lawfully affect the foregoing property or any portion thereof and all encroachments and other matters that may be revealed by a survey or inspection of the foregoing property.

SUBJECT TO the following condition, covenant, restriction and agreement, which shall run with the land and shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the Grantor and the Grantee:

> For a period of five (5) years after the date of this Deed, (i) the Property shall not be used as a commercial bank, savings bank, savings and loan association, trust company, credit union, mortgage loan production office or such other use offering the same or similar financial services (collectively, "Financial Institution") and (ii) there shall be no signage, advertising or publication on the Property or otherwise by the Grantee or any prospective purchaser, tenant or user of the Property that relates to the present or future use of the Property as a Financial Institution.

SUBJECT TO the following condition, covenant, restriction and agreement, which shall run with the land and shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the Grantor and the Grantee:

> For a period of fifty (50) years after the date of this Deed, the following uses shall be prohibited on the Property: adult bookstores and video stores, adult model studios, adult motels, adult movie theaters, adult nightclubs, adult stores or businesses providing adult entertainment (collectively, "Restricted Uses"), and there shall be no signage, advertising or publication on the Property or otherwise by the Grantee or any prospective purchaser, tenant or user of the Property that relates to the present or future use of the Property as any of the Restricted Uses.

BY the Grantee's acceptance and execution of this Deed, the Grantee acknowledges and agrees, on behalf of itself and its heirs, personal representatives, successors and assigns, that a breach of the foregoing condition shall cause the Grantor irreparable harm and the Grantor shall have the right, in addition to all other rights and remedies available to the Grantor as a result of such breach, to obtain injunctive or other relief for the enforcement thereof. The Grantee further agrees, on behalf of itself and its heirs, personal representatives, successors and assigns, that the Grantee, and its heirs, personal representatives, successors and assigns, shall reimburse the Grantor upon demand for all attorneys' fees and other costs incurred by the Grantor in connection with the enforcement of the foregoing condition.