Davidson County DEEDWARR
Recvd: 05/31/06 16:09 5 pgs
Fees:28.00 Taxes:665.63
20060531-0064097

Prepared By and Returnable to:
Bone McAllester Norton PLLC (KRM)
511 Union Street, Suite 1600
Nashville City Center
Nashville, Tennessee 37219

Address New Owner:	Send Tax Bills To:	Map & Parcel Numbers:
Daniel W. Banko Allison D. Banko 421 Summit Ridge Place Nashville, TN 37205	New Owner	131-05-0-B-421.00 CO

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **C. Tucker Herndon, unmarried, and Tim Herndon, married** (individually and collectively "Grantor"), has bargained and sold, and by these presents does transfer and convey to **Daniel W. Banko and wife, Allison D. Banko** (individually and collectively "Grantee"), and Grantee's heirs and representatives, a certain tract or parcel of land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference, together with all right, title and interest of Grantor, if any, in and to any land lying in the bed of any street, road, highway or avenue, open or proposed, in front of or adjoining all or any part of said land, any alley bisecting said land, and any and all strips, gores, or rights-of-way, riparian rights and easements affecting or appurtenant to said land and all improvements and fixtures located thereon and all easements, privileges and appurtenances thereunto (collectively the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, is made expressly subject to the matters set forth on Exhibit B, which is attached hereto and incorporated herein by reference; provided, however, that Grantor makes no covenants or warranties whatsoever with respect to title to any alley bisecting the Property or any land lying in the bed of any streets, roads, highways, or avenues adjoining or abutting the Property or the amount of acreage or square footage contained in the Property.

This is improved property known as 421 Summit Ridge Place, Nashville, Tennessee 37215. The address is believed to be accurate but such address is not part of the legal description. In the event of any discrepancy, the legal description herein shall control.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever. Grantor covenants that, subject to the matters set forth herein and in the Exhibits attached hereto, Grantor is lawfully seized and possessed of said Property in fee simple, has good right to convey it, and that the Property is unencumbered.

GRANTOR FURTHER COVENANTS and binds Grantor and Grantor's heirs and representatives to warrant and forever defend the title to said Property to Grantee, Grantee's heirs and representatives, against the lawful claims of all persons whomsoever except claims arising out of the matters set forth herein and in the Exhibits attached hereto.

Kitty W. Herndon, spouse of Tim Herndon, joins in this conveyance for the purpose of conveying her marital right, title, and interest in the Property.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed as of the 30th day of May, 2006.

GRANTOR:

C. Tucker Herndon

Tim Herndon

Kitty W. Herndon

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared, with whom I am personally acquainted, C. Tucker Herndon (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office in Davidson County, Tennessee, this the 30th day of May, 2006.

Kimberley R. Mankin
NOTARY PUBLIC

My Commission Expires: 9-30-06

KIMBERLEY R. MANKIN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Tim Herndon, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office in Davidson County, Tennessee, this the 30th day of May, 2006.

Kimberley R. Mankin
NOTARY PUBLIC

KIMBERLEY R. MANKIN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires: 9-30-06

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Kitty W. Herndon, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office in Davidson County, Tennessee, this the 30th day of May, 2006.

Kimberley R Mankin
NOTARY PUBLIC

KIMBERLEY R. MANKIN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires: 9-30-06

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is $179,900.00.

Subscribed and sworn to before me, this the 30th day of May, 2006.

Kimberley R. Mankin
Notary Public

KIMBERLEY R. MANKIN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires: 9-30-06

EXHIBIT A

LEGAL DESCRIPTION

Land in Davidson County, Tennessee, being Unit No. 421 on the Plan of Condominium Site of Four Seasons, a Condominium Development as set forth in the Master Deed of record in Book 6841, page 349, Register's Office for Davidson County, Tennessee, to which plan and record thereof are incorporated herein and made a part hereof by reference.

Being the same property conveyed to C. TUCKER HERNDON AND TIM HERNDON, by deed from DEBORAH D. SHELTON, UNMARRIED, of record as Instrument No. 20040824-0102325, dated August 20, 2004, said Register's Office.

EXHIBIT B

ENCUMBRANCES

1. Taxes for the year 2006, a lien, but not yet due and payable. Said taxes are prorated as of date of Closing and Grantee/Grantees assume responsibility to pay said taxes and future years taxes when due and payable.

2. Matters shown on the Plan of record in Book 5050, page 30, Register's Office for Davidson County, Tennessee

3. Master Deed of record in Book 6841, page 329, as amended in Book 6847, page 122, Register's Office for said County.

4. Terms, conditions and obligations contained in instruments of record in Book 4821, page 20, and Book 5388, page 503, said Register's Office.

5. Ingress, Egress and Utility Easement of record in Book 5158, page 852, said Register's Office.

6. Easement Agreements of record in Book 6869, page 157, Book 7776, page 899, and Book 6869, page 162, said Register's Office.