This Instrument Prepared By:
Gibson, Gregory & Gwyn, PLLC
201 Fourth Avenue, N. Suite 1900
Nashville Tennessee 37219

Davidson County DEEDWARR
Recvd: 07/31/06 16:17 2 pgs
Fees:13.00 Taxes:2682.50
20060731-0092856

ADDRESS NEW OWNER:

NENR Investments, LLC
207-29th Avenue, North
Nashville, TN 37203

SEND TAX BILL:

New Owner

MORTGAGEE:
Capital Bank & Trust Company
1820 West End Ave
Nashville, TN 37203

MAP AND PARCEL:
MAP 75
PARCEL 169

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the Grantees named herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Candance L. Brownell and husband, Charles L. Brownell**, ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto **NENR Investments, LLC, a Tennessee Limited Liability Company** ("Grantee"), its sucessors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee (the "Property"), described as follows, to wit:

> Land in Davidson County, Tennessee, being Lot No. 5 on the Plan of Resubdivide Lots 4 & 5, Hermitage Market Place of record in Plat Book 8250, page 748, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete legal description.
>
> Together with rights, benefits and uses derived from that perpetual non-exclusive easement for parking and vehicular and pedestrian ingress and egress, among other rights, as conveyed in that certain Agreement Concerning Access Driveways of record in Book 10484, page 821, Register's Office for Davidson County, Tennessee; and that certain Declaration of Easements, Restrictive Covenants, Conditions and Restrictions of record in Book 10202, page 607; and Book 10484, page 833, said Register's Office.
>
> Being the same property conveyed to Candance L. Brownell, married, by deed from M&M Tennessee Investments, L.P., a Tennessee limited partnership, of record in Book 10484, page 878, Register's Office for Davidson County, Tennessee. The said Candance L. Brownell having since conveyed to Candance L. Brownell and husband, Charles L. Brownell by Quitclaim Deed of record in Instrument No. 200403310036440, said Register's Office.
>
> This conveyance is made subject to the real estate taxes for the current year, which have been prorated and assumed by Grantee, and such limitations and restrictions and easements as may affect the premises.

This is improved property known as 5008 Old Hickory Blvd., Hermitage, TN 37076.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns, forever; and Grantor, does covenant with Grantee that they are lawfully seized and possessed of the Property in fee simple, have a good right to convey it, and the same is unencumbered unless otherwise herein set out; and Grantor does further covenant and bind themselves, their heirs, assigns and representatives, to warrant and forever defend the title to the Property to Grantee, its successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands this 31st day of July, 2006.

Candance L. Brownell

Candance L. Brownell

Charles L. Brownell

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, of the state and county aforesaid, personally appeared Candance L. Brownell and Charles L. Brownell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that they executed the foregoing instrument for the purposes contained therein.

Witness my hand and official seal this 31st day of July, 2006.

Notary Public

My Commission Expires: 7/21/07

ANDREW B. GIBSON, JR. Notary Public At Large DAVIDSON COUNTY, TENN.

My Commission Expires July 21, 2007

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

the actual value or consideration, whichever is greater, for this transfer is $725,000.00.

AFFIANT

Subscribed and sworn to before me this 31 day of July, 2006.

NOTARY PUBLIC

My Commission Expires: 7/21/07

ANDREW B. GIBSON, JR. Notary Public At Large DAVIDSON COUNTY, TENN.

My Commission Expires July 21, 2007