Davidson County DEEDWARR
Recvd: 03/06/07 12:23 5 pgs
Fees:28.00 Taxes:2035.00

20070306-0027857

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:
Rakesh Bery Muhammad Qandil 414 Yosemite Court Antioch, TN 37013	New Owner	149-00-0-169.00

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, **U.S. Bank, N.A.** ("Grantor"), has bargained and sold, and by these presents does transfer and convey to **Rakesh Bery and Muhammad Qandil** (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 2737 Murfreesboro Pike, Antioch, Tennessee 37013. 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. The legal description is drawn from recorded documents or has been supplied by a third party and the Grantor and the attorney preparing this Deed make no warranty or representation regarding the accuracy of the legal description.

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 successors and assigns 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.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed as of the 2 day of March, 2007.

GRANTOR:

U.S. Bank National Association

By: _____
John M. Cumbey, Vice President

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared John M. Cumbey, 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 and who further acknowledges that he is the Vice President of U.S. Bank National Association, the maker, and is authorized by the maker to execute this Instrument on behalf of maker.

Witness my hand and seal, at office in SAN DIEGO County, California, this the 2 day of March, 2007.

_____
NOTARY PUBLIC

My Commission Expires: Oct. 7, 2009

PAMELA COLE
Commission # 1610023
Notary Public - California
San Diego County
My Comm. Expires Oct 7, 2009

STATE OF ~~TENNESSEE~~ CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is $550,000.00.

Subscribed and sworn to before me, this the 2 day of March, 2007.

Notary Public

My Commission Expires: Oct. 7, 2009

PAMELA COLE
Commission # 1610023
Notary Public - California
San Diego County
My Comm. Expires Oct 7, 2009

EXHIBIT A

LEGAL DESCRIPTION

Land lying and being in Davidson County, Tennessee, being Lot No. 4 on the plan of Revision One Priest Lake Investments of record in Book 9700, page 412, Register's Office for Davidson County, Tennessee (R.O.D.C.). As described according to a survey prepared by Christie A. Jenkins, Jenkins and Jenkins Land Surveying, RLS No. 1719, Dated April 22, 2003 as follows:

Beginning at an iron rod and being a common corner with the Conard property as of record in Deed Book 7446, page 317, R.O.D.C. and being on the southern right of way of Murfreesboro Pike;

Thence with said right of way N 47 deg. 57 min. 28 sec. W a distance of 63.59 feet to an iron rod and being a common corner with the Creager property as of record in Deed Book 9517, page 440, R.O.D.C.;

Thence with the Creager property, S 50 deg. 50 min. 51 sec. W a distance of 241.03 feet to an iron rod;

Thence, S 50 deg. 15 min. 39 sec. W a distance of 165.57 feet to an iron rod being on the SUSA, Tn northern property line as of record in Instrument No. 2000001100002857, R.O.D.C.;

Thence with the SUSA, Tn property, S 39 deg. 09 min. 16 sec. E a distance of 148.03 feet to an iron rod;

Thence, N 54 deg. 10 min. 31 sec. E a distance of 241.7 feet to a concrete monument and being a common corner with the Mark A. Elmore, Jr., Trustee property as of record in Deed Book 7728, page 482, R.O.D.C.;

Thence with the Elmore Trustee property, N 53 deg. 25 min. 11 sec. E a distance of 166.39 to an iron rod;

Thence, N 51 deg. 42 min. 14 sec. E a distance of 95.22 feet to a P.K. Nail in asphalt and being a common corner with the Conard Property;

Thence with the Conard Property, N 48 deg. 20 min. 56 sec. W a distance of 100.00 feet to an iron rod;

Thence, N 51 deg. 26 min. 59 sec. E a distance of 146.73 feet to the point of beginning.

Being the same property conveyed to U.S. Bank, N.A. by Successor Trustee's Deed of record in Instrument No. 20060630-0078745, Register's Office for Davidson County, Tennessee.

EXHIBIT B

ENCUMBRANCES

1. Taxes for the year 2007, 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. All matters as shown on the plat of record in Plat Book 9700, page 412, Register's Office for Davidson County, Tennessee.

3. Storm Water Detention Agreement of record in 6949, page 703, Register's Office for Davidson County, Tennessee.

4. Easement of record in the Deeds of record in Book 7593, page 472 and Book 10353, page 277, Register's Office for Davidson County, Tennessee.

5. Storm Water Detention Agreement of record in 10635, page 966 and Book 10499, page 138, Register's Office for Davidson County, Tennessee.

6. Easement Agreement of record in 10636, page 966 and Book 10499, page 138, Register's Office for Davidson County, Tennessee.

7. Memorandum of Lease of record in Book 10410, page 646, amended in Book 10499, page 131, Register's Office for Davidson County, Tennessee.

8. Declaration of Restrictive Covenant of record in Book 9595, page 845, Register's Office for Davidson County, Tennessee.