THIS INSTRUMENT PREPARED BY:

MITCHELL A. WATTS, ATTORNEY
2400 Crestmoor Road Suite 102
Nashville, Tennessee 37215

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $***48,000.00

John C. Phillips
Affiant

Subscribed and sworn to before me this 15th day of June, 2007.

Notary Public

My Commission Expires: 9. 30. 09

Davidson County DEEDWARR
Recvd: 06/20/07 13:00 2 pgs
Fees:13.00 Taxes:177.60
20070620-0073707

MITCHELL A. WATTS
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

ADDRESS OF NEW OWNER	SEND TAX BILLS TO	MAP & PARCEL NOS.
John C. Phillips 1113 Marion Avenue Nashville, Tennessee 37216	SAME	MAP 053-02-0 PARCEL 020.00

LIMITED WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of FORTY EIGHT THOUSAND AND 00/100 ($***48,000.00) DOLLARS, cash in hand paid by the hereinafter named Grantee, the receipt of which is hereby acknowledged, CAPITAL BANK & TRUST COMPANY, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto JOHN C. PHILLIPS, unmarried, hereinafter called the Grantee, his heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

BEING Lot No. 304 on the Plan of Section C2, Village of Old Hickory, of record in Book 1835, page 29, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

BEING the same property conveyed to Capital Bank & Trust Company by Substitute Trustee's Deed dated May 1, 2007, from Amy Smith, Substitute Trustee, of record as Instrument No. 20070502-0052226 in the Register's Office for Davidson County, Tennessee.

This is improved property known as 1301 Cunningham Street, Old Hickory, Tennessee 37138.

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 in fee simple forever.

GRANTOR COVENANTS with the said GRANTEE that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it and the same is unencumbered, except as follows:

1. Real estate taxes for the current year, which have been prorated between the parties herein and assumed by the Grantee herein.

2. Any and all matters appearing on the Plan of Section C2, Village of Old Hickory, of record in Book 1835, page 29, in the Register's Office for Davidson County, Tennessee.

3. Covenants, conditions, restrictions, reservations, easements (including, but not limited to public utility easements), and zoning ordinances of record and other requirements imposed by any governmental authority.

GRANTOR FURTHER COVENANTS and binds itself, its successors 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 claiming by, through or under Grantor but not further nor otherwise.

WITNESS my hand this 18th day of June, 2007, the Grantor herein having caused its name to be signed hereto by its duly authorized officer on said day and date.

CAPITAL BANK & TRUST COMPANY

BY: Mary Bennie Wilson

Mary Bennie Wilson

TITLE: Executive Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Mary Bennie Wilson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be Executive Vice President of Capital Bank & Trust Company, the within named bargainor, and that she as such Executive Vice President, executed the foregoing instrument for the purposes therein contained, by signing the name of the bank as Executive Vice President.

WITNESS my hand and official seal this 18th day of June, 2007.

Mitchell A Watts

Notary Public

My Commission Expires: 9-30-09

MITCHELL A. WATTS
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY