Davidson County DEEDWARR
Recvd: 08/10/07 15:57 4 pgs
Fees:23.00 Taxes:5920.00
20070810-0096218

This Instrument Prepared By:
Daniel W. Small, Esq.
One Burton Hills Blvd., Suite 330
Nashville, Tennessee 37215

Address New Owner:
Southeast Community Capital Corporation
201 Venture Circle
Nashville, Tennessee 37228

Send Tax Bills To:
Same

Map-Parcel Numbers
70-16-08

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, the receipt of all of which is hereby acknowledged, TENNESSEE BANKERS ASSOCIATION, INC., a Tennessee non-profit corporation, the Grantor herein, has bargained and by these presents does transfer and convey unto SOUTHEAST COMMUNITY CAPITAL CORPORATION, a Tennessee non-profit corporation, the Grantee herein, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

A parcel of land known as Tract 7F, consisting of 1.25 acres, more or less, being more particularly described on a plat entitled "Resubdivision of Part of Block 'G,' section No. 1, Book 4675, Page 48, MetroCenter, Tract 7F," recorded February 19, 1975, Book 4885, Page 13 of the Register's Office of Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description.

Being the same property surveyed on May 2, 2007 by Barge, Waggoner, Sumner & Cannon, Inc., File No. 33564-00.

Being the same property conveyed to Tennessee Bankers Association, Inc., a Tennessee Corporation, by Special Warranty Deed from MetroCenter Properties, a Tennessee General Partnership, of record in Book 6804, Page 221, Register's Office for Davidson County, Tennessee.

This property has a street address of 201 Venture Circle, Nashville, Tennessee 37228.

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, its successors and assigns, forever. Grantor does covenant 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 herein set forth on Exhibit A, the terms of which Exhibit are hereby incorporated herein by reference. Grantor does further covenant and bind itself, its successors and representatives to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns against the lawful claims of all persons claiming by or through Grantor, but no further or otherwise.

IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, NO WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN GRANTOR'S SPECIAL WARRANTY OF TITLE SET FORTH HEREIN), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. GRANTEE AGREES THAT WITH RESPECT TO THE PROPERTY, GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR. GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND IS RELYING UPON SAME, AND HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE AGREES THAT IT HAS TAKEN WHATEVER ACTION AND PERFORM WHATEVER INVESTIGATIONS AND STUDIES GRANTEE HAS DEEMED NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OF, OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO, ANY HAZARDOUS AND/OR TOXIC SUBSTANCES ON OR DISCHARGED TO OR FROM THE PROPERTY. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR IS SELLING AND CONVEYING TO GRANTEE AND GRANTEE IS ACCEPTING THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR OR ANY THIRD PARTY.

There having been a proration of ad valorem taxes and assessments applicable to the Property between Grantor and Grantee, by its acceptance hereof, Grantee hereby assumes and agrees to pay all ad valorem taxes and assessments assessed against the above-described property for 2007 and all subsequent years and further agrees to save, defend, indemnify and hold Grantor harmless from all such taxes and assessments; subject, however, to reproration pursuant to a separate written agreement.

WITNESS our hands this 10th day of August, 2007.

TENNESSEE BANKERS ASSOCIATION, INC.

By: _____

Bradley L. Barrett, President

<Acknowledgments follow on next page>

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Daniel W. Small, a Notary Public of said County and State, personally appeared BRADLEY L. BARRETT, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President (or other officer authorized to execute the instrument) of TENNESSEE BANKERS ASSOCIATION, INC., the within named bargainor, a Tennessee corporation (the "Corporation"), and that he as such President (or other duly authorized officer) executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as President or other authorized officer of the Corporation.

Witness my hand and seal, at office in Nashville, Tennessee, this 10th day of August, 2007.

DANIEL W. SMALL STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires March 7, 2011

Notary Public

My Commission Expires: _____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property (whichever is greater) is $1,600,000.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

SOUTHEAST COMMUNITY CAPITAL CORPORATION

By: _____
Clinton B. Gwin, President

Sworn and subscribed this 10th day of August, 2007.

DANIEL W. SMALL STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires March 7, 2011

Notary Public

My Commission Expires: 1

EXHIBIT A

PERMITTED ENCUMBRANCES

1. Subject to matters shown on recorded plat in Plat Book 4885 at Page 13 including easements and setback lines located on insured premises.

2. Taxes for the year 2007, and subsequent years, not yet due and payable.

3. Restated Charter of Tennessee Bankers Association of record in Book 8985, Page 918, said Register's Office.

4. Deed of Conveyance of record in Book 5236, Page 808, said Register's Office.

5. Deed of Conveyance of record in Book 5341, Page 768, said Register's Office.

6. Certificate of Charter of MetroCenter Property Owners Association, Inc., of record in Book 5035, Page 456, said Register's Office.

7. Restrictions appearing of record in Deed Book 4784, Page 659, said Register's Office.

8. Architectural Guidelines recorded in Deed Book 4784, Page 660.

9. Protective Covenants recorded in Deed Book 4784, Page 684.

10. Restrictions appearing of record in Deed Book 4890, Page 363, said Register's Office.

11. Master Deed, dated May 18, 1976, recorded in Deed Book 5026, Page 783.

12. Restrictions appearing of record in Deed Book 4829, Page 722, said Register's Office.

13. Bylaws of MetroCenter Property Owner's Association, Inc. recorded at Deed Book 5026, Page 787.

14. First Amendment to the Master Deed, dated June 10, 1976, recorded at Deed Book 5035, Page 967.

15. Modification of Restrictions appearing of record in Deed Book 5792, Page 787, said Register's Office.

16. Declaration of Special Covenants and Restrictions as set out as Exhibit "A" in Special Warranty Deed appearing of record in Book 6804, Page 221, said Register's Office.

17. This Deed does not insure against loss or damage by reason of the following:

1. Roads, ways or easements or claims of easements not shown by the Public Records.
2. Any Lien, or right to a lien for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
3. Title to all oil, gas and minerals within and underlying the premises, together with all mining and drilling rights and other rights, privileges and immunities relating thereto.
4. Pending assessments by any taxing authority not yet filed in the Public Records.