This Instrument Prepared By:
Brokers Escrow Services, Inc.
211 Donelson Pike, Suite 2,
P. O. BOX 140255
Nashville, Tennessee 37214

Recording Info:

ADDRESS NEW OWNER:
Jerry W. Bowers,
Odell Binkley, Jr.
Elizabeth Ann Binkley
PO Box 145
Hermitage, TN 37076

Davidson County DEEDWARR
Recvd: 01/05/09 16:02 2 pgs
Fees:13.00 Taxes:518.00
20090105-0001002

SEND TAX BILL TO:
Owner

MAP **086**
GROUP
PARCEL **320.00**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named GRANTEES, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Karene Properties Partnership** hereinafter called the GRANTOR, has bargained and sold, and by these presents, does hereby transfer and convey unto **Jerry W. Bowers, Odell Binkley Jr., and Elizabeth Ann Binkley, each owning a 1/3 undivided interest as tenants in common**, hereinafter called the GRANTEES, their representatives and assigns, that certain tract or parcel of land located in Davidson County, State of Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of the Re-subdivision of Lot No. 2 of Laurel Hills Commercial Park as of record in Book 7900, page 92 in the Register's Office for Davidson County, Tennessee, to which plat reference is here made for a complete description thereof.

Being the same property conveyed to Karene Properties Partnership by deed dated December 23, 2008 of record in Instrument No. 20090105-0001001 Register's Office for Davidson County, Tennessee.

This is improved property known as 3425 Lebanon Road, Hermitage, Tennessee 37076.

Taxes for the current year have been settled between the parties. This conveyance is also made subject to the following matters:

Subject to all applicable zoning and planning restrictions, and all health department rules and regulations that may affect the premises.

Subject to all covenants, subdivision restrictions, easement and other matter of record in Plat Book 7900, page 92, said Register's Office.

Subject to an Easement Agreement of record in Book 8269, page 834, Register's Office for Davidson County, Tennessee.

GRANTOR makes no representation or warranty, express or implied, as to the exact amount of acreage or square footage in the property, or as to the ownership of the minerals located on, under or within the property. Grantor makes no representations or warranties, express or implied, with respect to the condition of the property conveyed hereby, including any improvements located thereon, including, without limitation, the habitability, condition or fitness thereof for any particular use or purpose. Grantee agrees that the property conveyed hereby, including any improvements located thereon, is conveyed by Grantor and accepted by Grantee in an "as is, where is" and "with all faults" condition.

THIS conveyance is made expressly subject to all covenants, conditions, restrictions, and reservations contained in former deeds and other instruments of record applicable to said property,

insofar as same are presently binding thereon, and to any easements apparent from an inspection of said property.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever; and,

GRANTOR does covenant with the said GRANTEES that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and warrants that the same is unencumbered unless otherwise herein set out; and,

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 GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS our hands this the 2nd day of January, 2009.

Karene Properties Partnership

By: C. Hugh Fletcher, Managing General Partner

STATE OF Tennessee)
COUNTY OF Davidson)

Before me, the undersigned authority of the State and County aforesaid, personally appeared **C. Hugh Fletcher**, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be **Managing General Partner** of **Karene Properties Partnership**, the within named bargainor(s), a partnership, and that he as such authorized partner, with the authority so to do, executed the within Warranty Deed for the purposes therein contained by signing the name of the partnership as such authorized partner.

WITNESS my hand and official seal at office this 2nd day of January, 2009.

NOTARY PUBLIC
My Commission Expires:

REBECCA WAYNICK
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILSON

MY COMMISSION EXPIRES:
JULY 24, 2011

STATE OF Tennessee)
COUNTY OF Davidson)

The actual value or consideration, whichever is greater, for this transfer is $140,000.00.

AFFIANT

Subscribed and sworn to before me on this 2nd day of January, 2009.

NOTARY PUBLIC
My Commission Expires:

REBECCA WAYNICK
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILSON

MY COMMISSION EXPIRES:
JULY 24, 2011