BILL GARRETT, Davidson County
Trans:T20090034514 DEEDWARR
Recvd: 05/26/09 14:10 3 pgs
Fees:18.00 Taxes:262.95
20090526-0048252

This instrument prepared by & Return to:
Fearnley & Califf, PLLC
565 Marriott Drive, Suite 850
Nashville, TN 37214

SPECIAL WARRANTY DEED

THIS INDENTURE made and entered into this 20th day of May, 2009, by and between **GRP Loan, LLC**, party of the first part, hereinafter called Grantor and **John Michael Rucker**, party of the second part, hereinafter called Grantee.

WITNESS: That for and in consideration of ten and no/100 Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, said party of the first part has bargained and sold and does hereby bargain, sell, convey, and confirm unto said party of the second part the following described real estate, situated and being in the County of Davidson, State of Tennessee, to wit:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING PART OF LOTS NOS. 1 AND 2 ON THE PLAN OF BONNIE BRAE SUBDIVISION, SECTION 1, OF RECORD IN PLAN BOOK 2330, PAGE 1, REGISTER'S OFFICE FOR SAID COUNTY, AND DESCRIBED ACCORDING TO A SURVEY BY JOHN KOHL, SURVEYOR, DATED JULY 23, 1975, REVISED AUGUST 20, 1975, AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY MARGIN OF OLD HICKORY BOULEVARD, AS WIDENED, SAID POINT BEING THE NORTHEAST CORNER OF THE PARCEL OF LAND CONVEYED TO METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY DEED OF RECORD IN BOOK 4855, PAGE 5, SAID REGISTER'S OFFICE, AND BEING THE SOUTHEAST CORNER OF THE LAND HEREIN DESCRIBED; THENCE NORTHEASTWARDLY 299.4 FEET TO A POINT, SAID POINT BEING LOCATED 11.5 FEET WEST OF THE COMMON REAR CORNER OF LOTS NO. 1 AND 2 ON THE ABOVE REFERENCED PLAN; THENCE WESTWARDLY, 189.4 FEET TO A POINT; THENCE SOUTHWARDLY 318.5 FEET TO THE NORTHWEST CORNER OF THE PARCEL CONVEYED TO METROPOLITAN GOVERNMENT OF NASHVILLE IN THE ABOVE REFERENCED DEED; THENCE, EASTWARDLY 104.0 FEET TO THE POINT OF BEGINNING.

GRP Loan, LLC, by virtue of that certain Successor Trustee's Deed dated September 22, 2008, at Instrument No. 20081008-0102157 in the Register's Office of Davidson County, Tennessee. Being previously conveyed to Nordean S. Copas and Edith M. Copas, by Warranty Deed, dated June 11, 1977 of record at Book 5221, Page 757, in the said Register's Office.

TO HAVE AND TO HOLD the aforesaid real estate, together with all of the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, their heirs, successors, and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that same is unencumbered, except for the following:

- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by

this Commitment.

- Rights or claims of parties in possession not shown by the public records.
- Easements, liens or encumbrances or claims thereof, which are not shown by the public record.

- The lien of the following general and special taxes for the year or years specified and subsequent years: City of Madison taxes and Davidson County taxes.
- Taxes and/or assessments levied or assessed against the subject property pursuant to the provisions of TCA 67-5-603, which have not been assessed and are not payable, as of the date of this commitment/policy.
- Subdivision Restrictions, Building Lines and Easements of record in Plat Book 2330, Page 1, in the Register's Office of Shelby County, Tennessee.
- Deed Restrictions recorded at Instrument No. Book 3803, Page 469, in the said Register's Office.
- Easements of record at Instrument No. Book 6391, Page 786, as recorded in the said Register's Office.
- Judgement of record at Book 5974, Page 919, in the said Register's Ofrice.
- Judgement of record at Book 11701, Page 249, in the said Register's Ofrice.
- Judgement of record at Instrument No. 20001117-0114152, in the said Register's Ofrice.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

NOTE: Notwithstanding any provision to the contrary herein, this Commitment shall cease and terminated one year after the effective date hereof.

and that title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons **claiming by, through, or under Grantor, but not further or otherwise.**

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part the day and year first above written.

GRP Loan, LLC

By: _____
Douglas Lombardo, Vice President

Title: _____

STATE OF New York

COUNTY OF Westchester

On this the 20th day of May, 2009 before me the undersigned Notary Public of the State and County aforesaid, personally appeared Douglas Lombardo, with whom I am personally acquainted, or proved to me to be on the basis of satisfactory proof, and who, upon oath, acknowledged himself/herself to be the Vice-President of the within named attorney-in fact, **GRP Loan, LLC,** and that he/she as such Vice-President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Grantor by himself/herself as such Vice-President which corporation acknowledges itself to be the attorney-in-fact for GRP Loan, LLC,th e within-named bargainor, and that it as such Attorney-in-fact executed the foregoing instrument as the free act and deed of said GRP Loan, LLC.

WITNESS my hand and official seal at office this 20th day of May, 2009.

Notary Public

My Commission Expires: _____

VICTORIA TREACY
Notary Public, State of New York
No. 01TR6149890
Qualified in Westchester County
Commission Expires July 17, 20 10

Property Owner & Address : John Michael Rucker
2316 Foster Ave
Nashville, TN
37210

Property Address: 826 Old Hickory Blvd
Madison, TN 37115

Mail Tax Bills to: John Michael Rucker
2316 Foster Ave
Nashville, TN 37216

Tax Parcel No.: 04209000100

STATE OF ~~New York~~ Tennessee

COUNTY OF ~~Westchester~~ Davidson

I, or we, hereby swear or affirm that to the best of Affiant's knowledge, information and belief the actual consideration for this transfer of value of the property transferred, whichever is greater is $71,070.00 which amount is equal to or greater than the amount which the property would ~~command at a~~ fair and voluntary sale.

AFFIANT

SUBSCRIBED AND SWORN TO before me this 20th day of May 2009, 2009.

NOTARY PUBLIC

My Commission Expires: 9-19-09

MEMORIE K. WHITE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN
My Commission Expires September 19, 2009

8987