BILL GARRETT, Davidson County
Trans:T20090083115 DEEDWARRSP
Recvd: 12/09/09 10:45 4 pgs
Fees:23.00 Taxes:666.00
20091209-0112526

THIS INSTRUMENT PREPARED BY:
Paul Allen England
Stites & Harbison, PLLC
SunTrust Plaza, Suite 800
401 Commerce Street
Nashville, Tennessee 37219

Address New Owner:	Send Tax Bills To:	Map-Parcel Numbers
Tommy and Terri Thompson 5722 Hickory Plaza Drive, Unit C-2 Nashville, Tennessee 37211	Same	161-12-0A-008.00 161-12-0A-009.00

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, Reliant Bank, a Tennessee banking corporation, the Grantor herein, has bargained and sold, and by these presents does transfer and convey unto Tommy W. Thompson and Terri L. Thompson, collectively, the Grantee herein, their successors and assigns, a certain tract or parcel of land, together with all improvements, buildings and structures located thereon, in Davidson County, Tennessee, described as follows:

> Being all of Unit C-2 and C-3 of Hickory Plaza Office Townhomes as described by the Master Deed establishing a Horizontal Property Regime with Respect to Hickory Plaza Office Townhomes, of record in Book 8000, page 910, Register's Office of Davidson County, Tennessee, and as described in Plat Book 5200, page 68, re-subdivided in Plat Book 6250, page 248 and amended in Plat Book 6623, page 215, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description of said property.
>
> Being the same property conveyed to Reliant Bank by Substitute Trustee's Deed filed for record as Instrument No. 20080703-0068952 (As to Unit C-3) and by Sheriff's Deed filed for record as Instrument No. 20091014-0095280 (As to Unit C-2), in the Register's Office for Davidson County, Tennessee.
>
> This property has a street address of 5722 Hickory Plaza Drive, Unit C-2 and C-3, Nashville, Tennessee 37211.

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 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 whomsoever claiming by, through or under Grantor, but not 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 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.

Grantee hereby assumes and agrees to pay all advalorem taxes and assessments assessed against the above-described property for 2010 and all subsequent years and further agrees to save, defend, indemnify and hold Grantor harmless from all such taxes and assessments.

WITNESS my hand this 3rd day of December, 2009.

RELIANT BANK

Michael D. Williams, Jr., Vice President

EXHIBIT A

PERMITTED ENCUMBRANCES

1. Declaration of Covenants, Conditions, Liens, Easements and Restrictions, including, but not limited to, easements, assessments, special assessments, charges and liens, contained in an instrument of record Book 4747, page 624, Book 4747, page 628 and Book 4818, page 748, said Register's Office.

2. Declaration of Covenants, Conditions, Liens, Easements and Restrictions, including, but not limited to, easements, assessments, special assessments, charges and liens, contained in an instrument of record Book 6457, page 189 and Book 7857, page 594, said Register's Office.

3. Master Deed of record Book 8000, page 910, Register's Office for said County.

4. Matters shown on the Plan of record Plat Book 5200, page 68, Plat Book 6250, page 248 and amended Plat Book 6623, page 215, said Register's Office.

5. Easement(s) of record Book 4854, page 240 and Book 4827, page 892, said Register's Office.

6. Subject to 2-year Right of Redemption under TCA 66-8-101 of prior owner as to Unit C-2 sold by Sheriff's Sale on September 1, 2009.

STATE OF TENNESSEE)
COUNTY OF Williamson)

Before me, Lorene Peach of the state and county aforesaid, personally appeared Michael D. Williams, Jr., with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be Vice President (or other officer authorized to execute the instrument), of Reliant Bank, the within named bargainor, a Tennessee banking corporation, and that he as such Vice President, executed the foregoing instrument for the purpose therein contained, by signing the name of Reliant Bank by himself as Vice President.

Witness my hand and seal this 3rd day of December, 2009.

Lorene Peach
Notary Public

My Commission Expires:

LORENE PEACH STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

My Commission Expires September 29, 2013

STATE OF TENNESSEE)
COUNTY OF Williamson)

The actual consideration or value, whichever is greater, for this transfer is One Hundred Eighty Thousand and No/100 Dollars ($180,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 3rd day of December, 2009.

Lorene Peach
Notary Public

My Commission Expires:

LORENE PEACH STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

My Commission Expires September 29, 2013