BILL GARRETT, Davidson County
Trans:T20100061290 DEEDWARRSP
Recvd: 09/29/10 10:57 2 pgs
Fees:13.00 Taxes:205.91
20100929-0077439

NAME AND ADDRESS OF NEW OWNER:
Howard Lee Spain, Jr.

411 Enon Springs Rd. East
Smyrna, Tennessee 37167

THIS INSTRUMENT PRE
White & Polk, P.C.
Attorneys at Law
107 West College Street
Murfreesboro, Tennessee 37130

SEND TAX NOTICES TO:
Owner

Map & Parcel 16300012800

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, **Pinnacle National Bank**, has this day bargained and sold and does hereby transfer and convey unto **Howard Lee Spain, Jr.**, his heirs and assigns, forever, that certain parcel of real estate situated and located in Davidson County, Tennessee, and being more particularly described as follows, to-wit:

Being a parcel of land in Nashville, First Civil District, 29th Councilmanic District, Davidson County, Tennessee, located generally in the northwest quadrant of the intersection of Zelida Avenue and Hamilton Church Road, said parcel being a portion of Lot 3 of the Hickory Highlands Master Plat, as of record in Book 6900, page 562, Register's Office for said County, and being more particularly described as follows:

Being at a point in the westerly right-of-way line of Hamilton Church Road, said point being located N 01 deg. 41'44" E, 389.98 feet from the northerly terminus of the curve return to Zelida Avenue and Hamilton Church Road; thence leaving said right-of-way of Hamilton Church Road with a severance line, the following calls: N 88 deg. 18' 16" W, 105.08 feet to a point; N 41 deg. 21' 42" W, 556.92 feet to a point in the easterly property line of Southeast Acquisitions, as of record in Book 8105, page 356, Register's Office of said County; thence with said easterly line of Southeast Acquisitions, the following calls: N 45 deg. 58' 31" E, 41.60 feet to a set iron pin, N 38 deg. 54' 33" E, 127.31 feet to a set iron pin; thence leaving said easterly property line of Southeast Acquisitions and following the easterly property line of CM Property Management, of record in Book 8455, page 381, Register's Office for said County, N 44 deg. 31' 50" E, 664.32 feet to a set iron pin, thence S 02 deg. 28' 26" W, 273.66 feet to a set iron pin in the westerly property line of Commerce Union Bank, of record in Book 6654, page 905, Register's Office for said County, said pin also being a point in the westerly right-of-way of Hamilton Church Road; thence with said right-of-way line along a curve to the left 373.00 feet to a set iron pin, said curve having a central angle of 21 deg. 22' 16", a radius of 1,000.00 feet, a tangent of 188.69 feet and a chord of S 12 deg. 22' 52" W, 370.84 feet; thence continuing with said right-of-way line, S 01 deg. 41' 44" W, 387.59 feet to the point of beginning, and containing 278,771 square feet or 6.40 acres more or less.

Said property is also known as Lot 2, on the plan of Hickory Manor Apartments of record in Book 9700, page 103, said Register's Office.

Being the same property conveyed to Pinnacle National Bank by deed from Thomas W. Lawless, Substitute Trustee, appearing of record in Instrument No. 20100802-0060507, of said Register's Office.

This conveyance is subject to the minimum building setback lines, public utility and drainage easements, plat notes and all other matters shown on the aforesaid subdivision plat; and to the zoning regulations of the appropriate governmental body.

This property has an address of 2920 Hamilton Church Road, Antioch, Tennessee 37013.

TO HAVE AND TO HOLD said real estate together with all of the appurtenances, estate and title thereunto belonging unto the said grantee, his heirs and assigns, forever.

The undersigned covenants with the said grantee that it is lawfully seized and possessed of said real estate; that it has a good right to convey the same, and that it is unencumbered except by lien of the 2010 real property taxes, which taxes are being prorated between the parties herein, with the grantee to pay said taxes when due.

This conveyance is made and accepted without any warranties, express or implied, as to the condition of the property conveyed and said property is conveyed and accepted "as is". By acceptance of this deed, grantee acknowledges that he has inspected the property and is satisfied with its condition and he accepts the property "as is".

WITNESS MY HAND on this 22nd day of September, 2010.

Pinnacle National Bank

By: _____
James V. Gregory, Assistant Vice President

STATE OF TENNESSEE)
ss.
COUNTY OF RUTHERFORD)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared James V. Gregory, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be Assistant Vice President of Pinnacle National Bank, the within named bargainor, a corporation, and that he as such Assistant Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Assistant Vice President.

WITNESS MY HAND and official seal at office in Murfreesboro, Tennessee, on this 22nd day of September, 2010.

George H. White
STATE OF TENNESSEE NOTARY PUBLIC
Rutherford County

_____
Notary Public

My commission expires: 11/19/13

AFFIDAVIT

I hereby swear or affirm that the actual consideration for this transfer, or the value of the property transferred, whichever is greater, is **$55,650.00**, which amount is equal to or greater then the amount which the property transferred would command at a fair and voluntary sale.

_____
Affiant

Sworn to and subscribed before me on this 22nd day of September, 2010.

SHELLEY A. MADDOX
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY
My Commission Expires 06-30-2014

_____
Notary Public

My commission expires: 6-30-2014