BILL GARRETT, Davidson County
Trans:T20100077890 DEEDWARRSP
Recvd: 12/10/10 09:30 5 pgs
Fees:28.00 Taxes:37.74

20101210-0098406

SPECIAL WARRANTY DEED

This Instrument was prepared by:
Gregory S. Perrone, PC
109 Westpark Drive, Ste 330
Brentwood, TN 37027

Address New Owner	Send Tax Bills To:	Map/Parcel
BancorpSouth Bank 1650 Murfreesboro Road, Suite 150 Franklin, TN 37067	NEW OWNER	150-15-O-B 07700CO

State of Tennessee)
County of Williamson)

The actual consideration or value for this transfer, whichever is greater is $10,200.00.

: Jack Williams
Affiant

EMILY H. PROPHET
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Sworn to subscribed before me this 8th day of December, 2010.

My Commission Expires: 11-7-2011

Notary Public

Jack Williams Construction Company, Inc., a Tennessee corporation, (herein "Grantors") for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and legal sufficiency of all of which are hereby acknowledged, and in further consideration of the partial satisfaction of Grantors' liability under that certain Promissory Note (herein "Note") more specifically described on **Exhibit A** hereto, executed and delivered by Grantor and payable to the order of **BancorpSouth Bank** ("the Grantee") does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns forever, all that certain tract, piece or parcel of land, together with the buildings and improvements thereon, erected, situated, lying and being in the County of Davidson, State of Tennessee, and more particularly described on **Exhibit B** hereto (herein "Real Property"):

The above described property is improved property known as: Lot No. 77, Edison Park, Davidson County, TN.

Notwithstanding the above, the Mortgage shall remain valid and in full force and effect unless and until released by Grantee, it being the intention of the parties that there shall be no merger of any said liens with the title or other interest of Grantee by virtue of this conveyance, and the parties provide that each such interest in the liens on one hand and the title on the other shall be and remain at all times separate and distinct.

TO HAVE AND TO HOLD, the aforesaid Real Property, with all and singular the hereditaments and appurtenances of and to the same belonging or in anywise appertaining unto the said Grantee, its successors and assigns forever in fee simple.

Grantors, for themselves, and for their heirs and assigns, do hereby covenant and agree to and with the Grantee, that they are lawfully seized and possessed of the Real Property; that they have full power and lawful

authority to sell and convey the same; that title thereto is free, clear and unencumbered, except as set forth on **Exhibit C** (the "Permitted Exceptions) herein, and, that they will forever warrant and defend the same against the lawful claims of all persons claiming by, through or under them.

This Special Warranty Deed is an absolute conveyance of Grantor's right, title and interest in the aforesaid Real Property and is not intended as a mortgage, trust, conveyance or security of any kind. The consideration therefore, in addition to that set forth above, is the partial release and discharge of certain debts, obligations and charges heretofore subsisting on account of and by the terms of that certain Deed of Trust between Jack Williams Construction Company, Inc. as grantor, Jerry P. Spore, as trustee, and BancorpSouth Bank, as beneficiary, dated November 28, 2007, in the original principal sum of Six Hundred Ninety Six Thousand and No/100ths Dollars ($696,000.00), and recorded in Instrument No. 20071129-0138560, in the Register of Deed's office of Davidson County, Tennessee, and the Note secured thereby. Said discharge being to the extent and as specifically set forth in the consideration recited herein and not further or otherwise, and nothing herein shall release the Borrower or Guarantor from the obligations for the repayment of all balances due and owing pursuant to the aforesaid note.

IN WITNESS WHEREOF, Grantors have executed this instrument on December 8, 2010.

GRANTOR: Jack Williams Construction Company,
a Tennessee corporation

By: Jack Williams
Jack Williams, President

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, the undersigned, a Notary Public of said County and State, personally appeared Jack Williams, President of Jack Williams Construction Company, Inc., a Tennessee corporation, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon his oath acknowledged himself to be the President of Jack Williams Construction Company, Inc., the within bargainor, and corporation, and that he as such President being authorized so to do, executed the foregoing by the said Jack Williams as President.

Witness my hand and official seal, at office at Brentwood, TN on this 8th day of December, 2010.

E Prophet
Notary Public

My Commission Expires: 11-7-2011

EMILY H. PROPHET
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

EXHIBIT A
(Notes)

Promissory Note dated November 28, 2007 executed by Jack Williams Construction Company, Inc. payable to the order of BancorpSouth Bank. in the original principal amount of $696,000.00, as amended from time-to-time.

EXHIBIT B
(Legal Description)

LAND in Davidson County, Tennessee, being Lot No. 77 on the plan of Edison Park (formerly Painter) "Cluster Lot Subdivision", of record in Instrument No. 20060726-0090090, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a complete and accurate description thereof.

Being part of the same property conveyed to Jack Williams Construction Company, Inc. by deed from Global Development, Inc., of record in Instrument No. 20061129-0147450, Register's Office for Davidson County, Tennessee.

EXHIBIT C
(Permitted Exceptions)

Taxes for the year 2011, and subsequent years, a lien, not yet due and payable.

The Plan of record in Instrument No. 20060726-0090090, Register's Office for Davidson County, Tennessee shows an Owner's Certificate, certain notes, easements, and setback lines.

Declaration of Covenants, Conditions, and Restrictions for Edison Park including but not limited to easements, assessments, special assessments charges and liens, contained in an instrument of record in Instrument No. 20060831-0107891, Register's Office for Davidson County, Tennessee.

Storm Water Detention Agreement of record in Instrument No. 20050603-0063189, Register's Office for Davidson County, Tennessee.

Charter of Edison Park Homeowner's Association, Inc., of record in Instrument No. 20060724-0089083, Register's Office for Davidson County, Tennessee.