BILL GARRETT, Davidson County
Trans:T20110049352 DEEDWARR
Recvd: 08/11/11 15:28 4 pgs
Fees:23.00 Taxes:6228.03
20110811-0062087

This instrument prepared by:
Jeremy Brook
Stites & Harbison, PLLC
401 Commerce Street, Suite 800
Nashville, Tennessee 37219
Tel: (615) 244-5200

Address New Owner:	Send Tax Bills To:	Map-Parcel Number:
Tennessee Bank & Trust, a division of Farmers Bank & Trust Company, Blytheville, Arkansas 4007 Hillsboro Road Nashville, TN 37215-2718	Tennessee Bank & Trust, a division of Farmers Bank & Trust Company, Blytheville, Arkansas 4007 Hillsboro Road Nashville, TN 37215-2718	132-06-0-041

WARRANTY DEED

WHEREAS, Tennessee Bank & Trust, a division of Farmers Bank & Trust Company, Blytheville, Arkansas, (the "Grantee") is the holder and owner of certain indebtedness evidenced by that certain Promissory Note dated October 22, 2007, from Sam Lewis, Jr. ("Lewis") to the Grantee in the original principal amount of One Million, Six Hundred Thousand Dollars and 00/100 ($1,600,000.00), as assumed by Martin G. Weber, Jr. (the "Grantor") pursuant to that certain Assumption and Loan Modification Agreement dated January 29, 2008 by and among Grantor, Lewis, and Grantee (the "Note"). The Note is secured by certain real property (the "Property") described herein and in that certain Construction Deed of Trust and Security Agreement of record as Instrument No. 20071025-0126295 in the Register's Office for Davidson County, Tennessee (the "Deed of Trust");

WHEREAS, in January of 2008, Lewis transferred title to the Property to Grantor by that certain Warranty Deed recorded as Instrument No. 20080273-0014632 in the Register's Office for Davidson County, Tennessee;

WHEREAS, the Grantor has agreed to make, and the Grantee has agreed to accept, this conveyance as a deed in lieu of foreclosure and for the release of the Deed of Trust;

NOW, THEREFORE, for and in consideration of the sum of One Million, Six Hundred Eighty-Three Thousand, Two Hundred Fifty-Two Dollars and 13/100 ($1,683,252.13), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Martin G. Weber, the Grantor, does hereby transfer and convey unto the Grantee, its successors and assigns, the certain tract or parcel of land in Davidson County, Tennessee, described as follows:

> Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of The Gideon P. Wade Subdivision of Lots 3, 4, and 5 in Glen Leven Subdivision, of record in Book 2330, page 13, Register's Office for said County.
>
> Said Lot No. 3 fronts 173.2 feet on the east side of Curtiswood Lane and runs back between lines, 542.9 feet on the north line and 565.1 feet on the south line to a dead line in the rear on which it measures 203.5 feet.

Being the same property conveyed to Martin G. Weber, Jr., unmarried, by deed from Sam J. Lewis, Jr., unmarried, of record in Instrument No. 20080213-0014632, Register's Office for Davidson County, Tennessee.

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 hereby covenants with the said Grantee that he is lawfully seized and possessed of said land in fee simple and has a good right to convey it, and the same is unencumbered, except for the Deed of Trust. Grantor does further covenant and bind himself, his 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.

This Warranty Deed is executed, delivered and accepted as a Deed in Lieu of Foreclosure of the Deed of Trust. It is the intention of the Grantor and Grantee that the lien created by the Deed of Trust will not merge into the fee title acquired by Grantee pursuant to this Warranty Deed. No such merger will occur unless and until such time as Grantee duly executes and records a written instrument effecting such a merger or releasing the lien of the Deed of Trust. Accordingly, unless and until such an instrument is executed and recorded, the Deed of Trust will remain a valid and continuing lien against the Property.

WITNESS our hands this 10th day of August, 2011.

GRANTOR:

Martin G. Weber, Jr.

By: Tennessee Bank & Trust, in its capacity as Attorney-in-Fact for Martin G. Weber, Jr. pursuant to that certain Limited Power of Attorney dated January 10, 2011 and recorded as Instrument No. 20110119-0005081 in the Register's Office for Davidson County, Tennessee.

By: _____
Dan Andrews, President, Nashville Market

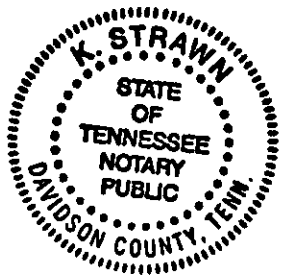
[SIGNATURES CONTINUE ON FOLLOWING PAGES]

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

I, the undersigned, a notary public in and for said county and state, hereby certify that Dan Andrews, as President of Tennessee Bank & Trust, a division of Farmers Bank & Trust Company, Blytheville, Arkansas, an Arkansas corporation, with whom I am personally acquainted, executed the foregoing document in his capacity as President of Tennessee Bank & Trust, a division of Farmers Bank & Trust Company, Blytheville, Arkansas, an Arkansas corporation and acting pursuant to a Power of Attorney from Martin G. Weber, Jr., and who acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Attorney-in-Fact for Martin G. Weber, Jr.

Witness my hand and seal this 10 day of August, 2011.

Notary Public



My Commission Expires: My Commission Expires MAY 5, 2015

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

GRANTEE:

TENNESSEE BANK & TRUST, a division of Farmers Bank & Trust Company, Blytheville, Arkansas

By: _____
Dan Andrews, President, Nashville Market

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, a notary public in the said County and State, personally appeared Dan Andrews, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of the Nashville Market (or other officer authorized to execute the instrument), for TENNESSEE BANK & TRUST, a division of Farmers Bank & Trust Company, Blytheville, Arkansas, the within named bargainor, and that he as such President , executed the foregoing instrument for the purposes therein contained, by signing the name of TENNESSEE BANK & TRUST, by himself as President.

Witness my hand and seal this 10 day of August, 2011.

_____
Notary Public

My Commission Expires: My Commission Expires MAY 5, 2015

K. STRAWN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is One Million, Six Hundred Eighty-Three Thousand, Two Hundred Fifty-Two Dollars and 13/100 ($1,683,252.13).

_____
Affiant

SUBSCRIBED AND SWORN TO before me, this the 10 day of August, 2011.

_____
Notary Public

My Commission Expires: My Commission Expires MAY 5, 2015

K. STRAWN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.