BILL GARRETT, Davidson County
Trans:T20110059643 DEEDWARR
Recvd: 09/26/11 14:23 5 pgs
Fees:28.00 Taxes:513.42
20110926-0074356

This Instrument Prepared By:
Miranda R. Christy
Stites & Harbison PLLC
401 Commerce Street, Suite 800
Nashville, Tennessee 37219-2490

WARRANTY DEED

Address New Owner:	Send Tax Bills To:	Map-Parcel Numbers:
Tennessee Bank & Trust, a division of Farmers Bank & Trust Company, Blytheville, Arkansas 9000 Carothers Parkway Franklin, TN 37067-6249	Tennessee Bank & Trust, a division of Farmers Bank & Trust Company, Blytheville, Arkansas 9000 Carothers Parkway Franklin, TN 37067-6249	034070A14900CO 034070A15000CO 034070A15400CO 034070A15500CO

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 February 4, 2010, from Alliance Development, LLC, a Tennessee limited liability company (the "Grantor") to the Grantee in the original principal amount of One Hundred Forty-Four Thousand Dollars and 00/100 ($144,000.00) (the "Note"). The Note is secured by certain real property (the "Property") described on Exhibit A hereto and in that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement of record as Instrument No. 20100205-0009241 in the Register's Office for Davidson County, Tennessee (the "Deed of Trust");

WHEREAS, the Grantor has agreed to make, and the Bank has agreed to accept, this conveyance as a deed in lieu of foreclosure;

NOW, THEREFORE, for and in consideration of the sum of One Hundred Thirty-Eight Thousand Seven Hundred Sixty-Two Dollars and 71/100 ($138,762.71), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor, does hereby transfer and convey unto the Grantee, its successors and assigns, the certain tract or parcel of land on Nancy Beth Drive, Davidson County, Tennessee, more particularly described on Exhibit A hereto.

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 22nd day of September, 2011.

GRANTOR:

ALLIANCE DEVELOPMENT, LLC

By: _____

Title: Chief Manager

STATE OF TENNESSEE)
)
COUNTY OF Williamson)

I, the undersigned, a notary public in and for said county and state, hereby certify that William A. Watson, as Chief Manager of Alliance Development, LLC, a Tennessee limited liability company, with whom I am personally acquainted, executed the foregoing document in his capacity as Chief Manager of Alliance Development, LLC, a Tennessee limited liability company, 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 limited liability company, acting in his capacity as Chief Manager.

Witness my hand and seal this 22 day of September, 2011.

Nolan J. M. Phillips
Notary Public

NOLAN J M PHILLIPS
STATE OF TENNESSEE NOTARY PUBLIC
MAURY COUNTY

My Commission Expires: 4/22/14

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

GRANTEE:

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

By: _____

Title: SVP

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, a notary public in the said County and State, personally appeared Christopher D. Wilson, 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 Senior Vice President (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 Senior Vice President, executed the foregoing instrument for the purposes therein contained, by signing the name of TENNESSEE BANK & TRUST, by himself as Senior Vice President.

Witness my hand and seal this 22 day of September, 2011.

Nolan J.M. Phillips
Notary Public

My Commission Expires: 4/22/14

NOLAN J M PHILLIPS
STATE OF TENNESSEE NOTARY PUBLIC
MAURY COUNTY

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is One Hundred Thirty-Eight Thousand Seven Hundred Sixty-Two Dollars and 71/100 ($138,762.71).

Miranda R. Christy
Affiant

SUBSCRIBED AND SWORN TO before me, this the 22nd day of September, 2011.

Cynthia L Shaffer
Notary Public

My Commission Expires:

CYNTHIA L. SHAFFER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
MY COMMISSION EXPIRES: MAY 6, 2013

EXHIBIT A

Land in Davidson County, Tennessee being Lots Nos. 3, 4, 8 & 9 on the Final Subdivision Plat of Harbor Village, Phase III as of record in Instrument NO. 20050331-0034862 as corrected by Surveyors Certificate of Correction in Instrument No. 20050406-0038091 Register's office for Davidson County, Tennessee to which plan reference is hereby made for a more complete description thereof.

Being part of the same property conveyed to Coleman Lake Partners, LLC, a Tennessee limited liability company (n/k/a Alliance Development, LLC) of record at Instrument No. 20040901-0105947 Register's Office for Davidson County, Tennessee.