SPECIAL WARRANTY DEED

BILL GARRETT, Davidson County
Trans:T20110079564 DEEDWARRSP
Recvd: 12/15/11 15:18 3 pgs
Fees:18.00 Taxes:6072.75

20111215-0097920

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is $1,641,285.00.

Subscribed and sworn to before me, this the 14th day of December, 2011.

Notary Public

My Commission Expires: 3-3-14

KIMBERLEY J. RAYMOND
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

THIS INSTRUMENT PREPARED BY
Bone McAllester Norton PLLC, 511 Union Street, Suite 1600, Nashville, TN 37219

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Andy's Union, LLC 1749 Mallory Lane Brentwood, TN 37027	093-02-3-140.00	New Owner

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Capital Bank, N.A., successor by merger to GreenBank, successor to Middle Tennessee Bank & Trust, a Greene County Bank Office, Greeneville, Tennessee (herein referred to as "Grantor") has this day bargained and sold and, by these presents, does hereby transfer and convey unto Andy's Union, LLC, a Tennessee limited liability company (herein referred to as "Grantee"), its successors and assigns, forever, the following described tract or parcel of land, to-wit:

A tract of land in the First Civil District of Metropolitan Nashville, Davidson County, Tennessee situated in the southeast quadrant of Fourth Avenue, North and Union Street and being part of Lot 52 on the Original Plan of the Town of Nashville, not of record, and being more fully described as follows:

Beginning at a nail set on the east right-of-way line of Fourth Avenue, North and the south right-of-way line of Union Street and proceeding as follows: 1. With the south margin of Union Street, a 60.6 foot street at this point, N 62 deg. 31' 28" E, 81.58 feet to a PK nail set; thence, 2. Leaving Union Street with the west line of property conveyed to 329 Union Street Joint Venture by deed recorded in Book 6423, page 902, R.O.D.C., Tennessee S 27 deg. 19' 49" E 98.67 feet to a point on the west face of a wall and on the north line of property conveyed to Industrial Development Board of The Metropolitan Government by deed recorded in Book 4667, page 186, R.O.D.C., a Tennessee; thence, 3. With a line within a wall S 62 deg. 55' 00" W, 33.13 feet to a point within a wall being 0.91 feet from

the south face and 1.05 feet from the west face, said point being the southeast corner of a tract conveyed to Travel Incorporated by deed recorded in Book 6230, page 495, R.O.D.C., Tennessee; thence, 4. With a wall and the east line of Travel N 26 deg. 07' 44" W, 21.62 feet to a point in a wall being 1.74 feet from the east face and 0.20 feet from the south face and also being the northeast corner of Travel; thence, 5. With Travel's north line S 62 deg. 04' 10" W, 48.71 feet to a PK nail set on the east right-of-way line of Fourth Avenue, North, a 49.5 foot street, and the north face of a wall; thence 6. With the east right-of-way lien of Fourth Avenue, North N 27 deg. 29' 00" W 77.21 feet to the point of beginning and containing 6,990 square feet of or 0.160 of an acre, more or less.

Being the same property conveyed to GreenBank, successor to Middle Tennessee Bank & Trust, a Greene County Bank Office, Greeneville, Tennessee by deed of record in Instrument No. 20110630-0050292, Register's Office for Davidson County, Tennessee.

The street address of the property is believed to be 333 Union Street, Nashville, Davidson County, Tennessee, but such address is not part of the Legal Description of the property. In the event of any discrepancy, the Legal Description herein shall control. The Legal Description is drawn from recorded documents or provided by third parties, and the Substitute Trustee makes no warranty or representation regarding the accuracy of the Legal Description.

TO HAVE AND TO HOLD said tract or parcel of land together with all the improvements thereon and the appurtenances thereunto belonging unto the said Grantee, heirs and assigns, in fee simple, forever.

GRANTOR COVENANTS with the said Grantee that it is lawfully seized and possessed of said property, that it has a good and lawful right to sell and convey the same, and that it is free from any lien or encumbrance whatsoever, except for applicable zoning and building regulations, all visible easements, restrictions and limitations of record, and 2011 real estate taxes, which are to be prorated and paid at closing.

GRANTOR FURTHER COVENANTS with the said Grantee and binds itself, its successors and assigns, to warrant and forever defend the title thereto of said tract or parcel of land to the said Grantee, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

ALL warranties of Grantor herein contained are expressly limited to those persons or parties claiming by, through, or under Grantor.

WITNESS this the 14th day of December, 2011.

GRANTOR:

CAPITAL BANK, N.A.,
successor by merger to GreenBank

By: _____
Lonnie E. Malone
Senior Vice President

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, Lonnie E. Malone, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Senior Vice President of Capital Bank, N.A., successor by merger to GreenBank, the maker, and is authorized by the maker to execute this instrument on behalf of the maker.

WITNESS my hand and seal at office this 14th day of December, 2011.

Kimberly J. Raymond
NOTARY PUBLIC

My Commission Expires: 3-3-14

KIMBERLEY J. RAYMOND
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY