**SPECIAL WARRANTY DEED**

BILL GARRETT, Davidson County
Trans:T20120009256 DEEDWARRSP
Recvd: 02/07/12 10:37 3 pgs
Fees:18.00 Taxes:1526.25
20120207-0010895

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is $412,500.00.

Subscribed and sworn to before me, this the ___ day of February, 2012.

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: |
|---|---|---|
| Susannah J. Herring<br>2025 Woodmont Blvd, #119<br>Nashville, TN 37215 | 104-02-1G-006.00 CO | 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 (herein referred to as "Grantor") has this day bargained and sold and, by these presents, does hereby transfer and convey unto Susannah J. Herring (herein referred to as "Grantee"), her heirs and representatives, forever, the following described tract or parcel of land, to-wit:

Land in Davidson County, Tennessee, being Unit No. 6 Acropolis Townhomes, a Horizontal Property Regime with Private Elements located at Nashville, Davidson County, Tennessee, and described in a Declaration of Covenants, Conditions and Restrictions for Acropolis Townhomes, a Horizontal Property Regime with Private Elements, of record as Instrument No. 20070719-0086032, Register's Office for Davidson County, Tennessee, to which reference is hereby made. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the units, property, co-owners and tenants of Acropolis Townhomes, a Horizontal Property Regime with Private Elements, contained in said Declaration, the plat filed as Exhibit "B" to said Declaration appearing in Instrument No. 20070719-0086032, and Bylaws appended thereto as Exhibit "C", said Register's Office, are incorporated hereby reference and made a part hereof the same as though copied herein for a more complete identification and description of said Unit.

Being part of the same property conveyed to Capital Bank, N.A., successor by merger to GreenBank, successor to Cumberland Bank, by deed of record in

Instrument #20111013-0079644, Register's Office for Davidson County, Tennessee.

The street address of Unit 6 is believed to be 421 Avoca 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, her heirs and representatives, 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 2012 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 3 day of February, 2012.

**GRANTOR:**

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

By: Chris Holloway VP
Chris Holloway, Vice President

STATE OF TENNESSEE
COUNTY OF Williamson

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, Chris Holloway, 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 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 3 day of February, 2012.

NOTARY PUBLIC

My Commission Expires: 12/20/15

NICHOLE L. WHITE
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY