Prepared by:
T. Craig Williams
Balch & Bingham LLP
P.O. Box 306
Birmingham, Alabama 35201

BILL GARRETT, Davidson County
Trans:T20120020013 DEEDWARRSP
Recvd: 03/20/12 11:31 7 pgs
Fees:38.00 Taxes:481.00
20120320-0023530

STATE OF TENNESSEE

COUNTY OF DAVIDSON

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into as of the 15th day of March, 2012, by and between **REGIONS BANK**, an Alabama banking corporation ("Grantor"), and **CONOLY BROWN and DAVID HOOD**, individual residents of the state of Tennessee ("Grantee").

WITNESSETH: That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said Grantor has bargained and sold and does hereby bargain, sell, convey and confirm unto the said Grantee the following described real estate, situated and being in the City of Antioch, County of Davidson, State of Tennessee:

All of that certain real estate described in **Exhibit A** attached hereto and incorporated herein by this reference.

Title to the above-described property is vested in Regions Bank by virtue of deed of record in Book 7351, Page 532, in the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said Grantee, its successors and assigns in fee simple forever.

The said Grantor does hereby covenant with the said Grantee that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, EXCEPT for those matters set forth in **Exhibit B** attached hereto and incorporated herein by this reference, to all of which this conveyance is expressly made subject, and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons, claiming by, through or under it, but not further or otherwise.

PARTY OF THE SECOND PART ACKNOWLEDGES THAT PARTY OF THE SECOND PART IS NOT RELYING ON ANY WRITTEN, ORAL, IMPLIED OR OTHER REPRESENTATIONS, STATEMENTS OR WARRANTIES BY PARTY OF THE FIRST PART OR ANY AGENT OF PARTY OF THE FIRST PART OR ANY REAL ESTATE BROKER OR SALESMAN. ALL PREVIOUS WRITTEN, ORAL, IMPLIED OR OTHER STATEMENTS, REPRESENTATIONS, WARRANTIES OR AGREEMENTS, IF ANY, ARE MERGED HEREIN.

OTHER THAN AS SPECIFICALLY DISCLOSED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY, HABITABILITY, QUANTITY, QUALITY OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

BY ACCEPTING THIS DEED, GRANTEE AFFIRMS THAT IT HAS (i) INVESTIGATED AND INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS FAMILIAR AND SATISFIED WITH THE CONDITION OF THE PROPERTY AND (ii) MADE ITS OWN DETERMINATION AS TO (a) THE MERCHANTABILITY, QUANTITY, QUALITY AND CONDITION OF THE PROPERTY, INCLUDING THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS, OR WASTES OR OTHER ACTUAL AND POTENTIAL ENVIRONMENTAL CONTAMINATES, AND (b) THE PROPERTY'S SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. GRANTEE HEREBY ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS," INCLUDING ENVIRONMENTAL, BASIS AND ACKNOWLEDGES THAT WITHOUT THIS ACCEPTANCE, THIS CONVEYANCE WOULD NOT BE MADE AND GRANTOR SHALL BE UNDER NO OBLIGATION WHATSOEVER TO UNDERTAKE ANY REPAIR, ALTERATION, REMEDIATION OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY PORTION OF THE PROPERTY.

FURTHERMORE, BY ACCEPTING THIS DEED, GRANTEE ACKNOWLEDGES THAT IT SHALL NOT USE OR PERMIT THE PROPERTY TO BE USED BY ANY PERSON OR ENTITY FOR "RETAIL BANKING PURPOSES" (THE "USE RESTRICTION"). THE TERM "RETAIL BANKING PURPOSES" SHALL INCLUDE, WITHOUT LIMITATION, RECEIVING DEPOSITS OR MAKING LOANS TO THE GENERAL PUBLIC, WHETHER DONE BY A STATE BANK, NATIONAL BANK, SAVINGS AND LOAN ASSOCIATION, CREDIT UNION, OR OTHER ENTITY, WHETHER BY WALK-UP OR DRIVE-IN TELLER FACILITY OR OTHERWISE. IN ADDITION, THERE SHALL BE NO SIGNAGE OR ADVERTISING OF ANY TYPE PLACED OR PERMITTED UPON ANY PORTION OF THE PROPERTY THAT RELATES TO A FINANCIAL INSTITUTION OR ANY OTHER BUSINESS OPERATING FOR RETAIL BANKING PURPOSES (THE "SIGNAGE RESTRICTION", TOGETHER WITH THE USE RESTRICTION, THE "RESTRICTIONS"). IN THE EVENT OF A VIOLATION OF EITHER OF THE AFORESAID RESTRICTIONS, GRANTOR SHALL BE ENTITLED TO PURSUE ALL REMEDIES AVAILABLE AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, INJUNCTIVE RELIEF. IN ADDITION, GRANTOR SHALL BE ENTITLED TO RECOVER FROM GRANTEE LIQUIDATED DAMAGES IN THE AMOUNT OF $2,000.00 PER DAY FOR ANY VIOLATION OF THE USE RESTRICTION OR SIGNAGE RESTRICTION. THE PARTIES RECOGNIZE AND ACKNOWLEDGE THAT THE FOREGOING LIQUIDATED DAMAGES ARE REASONABLE AND DO NOT CONSTITUTE A PENALTY AND ARE BEING IMPOSED DUE TO THE DIFFICULTY OF CALCULATING THE ACTUAL DAMAGES THAT WOULD RESULT FROM A VIOLATION OF THESE RESTRICTIONS. IN THE EVENT OF ANY LITIGATION

RELATING TO THE ENFORCEMENT OF THESE RESTRICTIONS, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES.

EXCEPT AS OTHERWISE AGREED TO HEREIN, GRANTOR IS HEREBY RELEASED BY GRANTEE AND ITS SUCCESSORS AND ASSIGNS OF AND FROM ANY AND ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS AND CLAIMS, KNOWN OR UNKNOWN, INCLUDING (1) ANY OBLIGATION TO TAKE THE PROPERTY BACK OR REDUCE THE PRICE, OR (2) ACTIONS FOR CONTRIBUTION OR INDEMNITY, THAT GRANTEE OR ITS SUCCESSORS AND ASSIGNS MAY HAVE AGAINST GRANTOR OR THAT MAY ARISE IN THE FUTURE, BASED IN WHOLE OR IN PART, UPON THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS, OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINATES ON, WITHIN OR UNDER THE SURFACE OF THE PROPERTY. **THE ABOVE RESTRICTIONS SHALL NOT APPLY TO THE PURCHASER (DOING BUSINESS AS: TENNESSEE QUICK CASH) AND SHALL EXPIRE AND BE OF NO FURTHER FORCE AND EFFECT ON JANUARY 1, 2015.**

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by and through its duly authorized officers the day and year first above written.

Attest:

By: _____

Its: _____

Regions Bank

By: K B. Pressley

Its: Senior Vice President

STATE OF ALABAMA

COUNTY OF JEFFERSON

Before me, Randi L Dicus, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared Keith B Pressley with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Sr. Vice President of Regions Bank, an Alabama corporation, and that he as such Sr Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained by signing the name of Regions Bank as Senior Vice President thereof.

WITNESS my hand and seal at this office, this 15 day of March, 2012.

Notary Public Randi L Dicus

[NOTARIAL SEAL]

My Commission Expires: 11/7/2012.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 7, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS

1198455.1

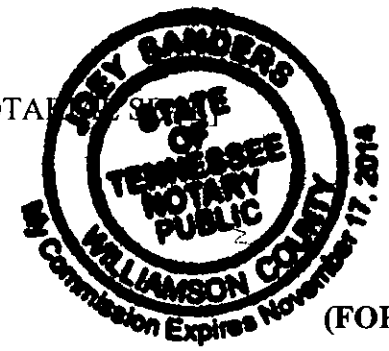
I hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is $130,000.00, which amount is equal to or greater than the amount to which the property would command at a fair and voluntary sale.

Affiant David Hood

Subscribed and sworn to before me this 16th day of March, 2012.

Notary Public _____

[NOTARY SEAL]



My Commission Expires: 11/17/14

(FOR RECORDING DATA ONLY)

Property Address:
5302 Mt. View Road
Antioch, Tennessee 37013

Mail tax bills to:

(Person or agency responsible
For payment of taxes)

New Owner

Tax parcel identification number:
163000327.00

Property Owner:
Conoly Brown and David Hood
5307 Mt. View Rd.
Antioch, TN 37013

EXHIBIT A
TO
SPECIAL WARRANTY DEED

Land in the First Civil District, Nashville, Davidson County, Tennessee, located south of Bell Road, west of Mt. View Road, and north of I-24, being Lot No. 1, on the plan of Bell Forge West, Section 2, as of record in Plat Book 6200, Page 512, in the Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.

EXHIBIT B
TO
SPECIAL WARRANTY DEED

None