This Instrument Prepared By:	Owner:	Send Tax Bills To:
R. W. Hardison, Esq. Hardison & Hay, Attorneys at Law 506 N. High Street Post Office Box 1967 Columbia, TN 38401	John C. Pope, III and John C. Pope IV ~~XXXXXXXXXX~~ 140 N 14th St Nashville, TN ~~37220~~ 37206	John C. Pope, III and John C. Pope IV ~~XXXXXXXXXX~~ 140 N 14th St Nashville, TN ~~37220~~ 37206

SPECIAL WARRANTY DEED

This indenture is made and entered into this 31st day of July, 2012 between **Heritage Bank & Trust** (hereinafter referred to as "GRANTOR") and **John C. Pope, III and John C. Pope IV, as *tenants in ~~common~~ with rights of survivorship** (hereinafter referred to as "GRANTEE"). *joint

For and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, cash in hand paid, Grantor does by these presents, sell, transfer and convey unto grantee, the following described tract or parcel of land:

Land in Davidson County, Tennessee, being Unit B on the Plan of Yellow House Town Homes as shown on Exhibit C to the Declaration of Covenants, Conditions and Restrictions of record in Instrument No. 20100318-0020590, in the Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

BEING a portion of the same property conveyed to Heritage Bank & Trust by instrument of record in Instrument No. 20111006-0077738 in the Davidson County, Tennessee Register of Deeds office.

Tax Parcel # 083.09-0C-002.00

In the event of a discrepancy between the property address and the legal description, the legal description shall control.

The above-described property is a portion of the same property contained in the prior deed and has been taken from the afore-mentioned plat.

To have and to hold the above-described tract or parcel of land, together with all rights, titles, interests, easements, appurtenances, and hereditaments thereto appertaining, to Grantee, its heirs and assigns forever in fee simple.

Grantor does hereby covenant with Grantee that Grantor has not made, done, executed, allowed or suffered any act, instrument or thing whatsoever whereby said tract or parcel of land, or any part thereof, now or at any time hereafter shall be charged or encumbered in any manner whatsoever, EXCEPT as set forth on EXHIBIT B attached hereto and incorporated herein by reference; and Grantor does further covenant and bind itself, its heirs and assigns, to warrant and forever defend the title to said land to said Grantee, its heirs and assigns, against the lawful claims of all persons claiming by, through or under said Grantor, but not otherwise.

BILL GARRETT, Davidson County
Trans:T20120056856 DEEDWARRSP
Recvd: 08/02/12 08:27 3 pgs
Fees:18.00 Taxes:843.60
20120802-0068208

Except for the limited warranty of title herein contained, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS I RULES I ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS r INCLUDING THE DISPOSAL OR EXISTENCE r IN OR ON THE PROPERTY, OF ANY PETROLEUM HYDROCARBONS, RADON GAS OR HAZARDOUS MATERIALS, SUBSTANCES OR WASTES AS DEFINED BY ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS. EXCEPT FOR THE LIMITED WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN, GRANTEE FURTHER ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

In Witness Whereof, Grantor has set its hand(s) the date first above-written.

Heritage Bank & Trust

STATE OF TENNESSEE

COUNTY OF MAURY

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared **BRENT E. WHEELEY**, to me known to be the person(s) described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged him or herself to be the **SENIOR VICE PRESIDENT of HERITAGE BANK & TRUST**, being authorized to execute the foregoing instrument for the purposes therein contained by signing the name of the corporation by him or herself as such officer.

Witness my hand and seal at office in the aforesaid state and county this 31st day of July, 2012.

Notary Public:
Commission Expires:

RHONDA HARDISON
STATE OF TENNESSEE NOTARY PUBLIC
MAURY COUNTY
My Commission Expires 05-20-2013

OATH: I, the undersigned affiant, do hereby swear or affirm that the actual consideration for transfer or the value of the property being transferred, whichever is greater, is $228,000.00.

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THE UNDERSIGNED THIS 31 DAY OF July, 2012.

SEAL

NOTARY PUBLIC
COMMISSION EXPIRES: 07/08/13

Rachel Neal
STATE OF TENNESSEE NOTARY PUBLIC
Davidson County