Return To:

FOUNDATION
TITLE AND ESCROW, LLC
1725 N. Mt. Juliet Rd., Ste. C
Mt. Juliet, TN 37122

SPECIAL WARRANTY DEED

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $93,000.00.

Affiant

Subscribed and sworn to before me this the 25 day of July, 2012.

Notary Public

My Commission Expires: 6/15/14

CONNIE J BUCHANAN STATE OF TENNESSEE NOTARY PUBLIC WILSON COUNTY, TN

THIS INSTRUMENT PREPARED BY:
CHAFFIN & BURNSED, PLLC
THE FRIDRICH BUILDING, FIRST FLOOR
2909 POSTON AVENUE
NASHVILLE, TN 37203
(615) 460-7478

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP – PARCEL #
Joshua & Kenya Gould 928 B 33rd Ave North Nashville, TN 37209	Churchill Mtg Corp 761 Old Hickory Blvd Ste 400 Brentwood, TN 37027	092 05 0D 001.00CO

THIS SPECIAL WARRANTY DEED is made the 25th day of July, 2012, by **CEDARSTONE BANK,** hereinafter "Grantor," to **JOSHUA GOULD & KENYA GOULD,*** hereinafter Grantee.

* husband and wife

WITNESS that Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, sells, grants and conveys to Grantees all the real property located in Davidson County, Tennessee, more particularly described as follows:

LAND in Davidson County, Tennessee, being Unit No. A on the Plan of 928 33rd Avenue North Townhomes, a Horizontal Property Regime with Private Elements, created under Title 67, Section 27-101, et seq., as amended, Tennessee Code Annotated, as established by Master Deed of 928 33rd Avenue North Townhomes, Horizontal Property Regime with Private Elements, of record in Instrument No. 20070917-0110883, as amended and reinstated by Instrument No. 20080828-0088257, Register's Office for Davidson County, Tennessee, including without limitation the By-Laws appended thereto, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the Common Elements appurtenant to said Unit, as set forth in said Master Deed. Reference is hereby made to the plan of 928 33rd Avenue North Townhomes, shown on Exhibit "A" to the Master Deed, of record in Instrument No. 20070917-0110883, for a more complete identification and description of said unit.

Being part of the same property conveyed to Corpus McShepard 928 LLC, a Tennessee limited liability company by Special Warranty Deed from Reliant Bank, of record in Instrument No. 20080828-0088259, Register's Office for Davidson County, Tennessee, dated August 27, 2008, and by Quitclaim Deed of record in Instrument No. 20080828-0088258, Register's Office for Davidson County, Tennessee, dated August 27, 2008.

Further being part of the same property conveyed to CedarStone Bank by Substitute Trustee's Deed from Robert Evans Lee, Substitute Trustee, of record in Instrument No. 20110330-0024284, Register's Office for Davidson County, Tennessee, dated March 23, 2011.

BILL GARRETT, Davidson County
Trans:T20120057450 DEEDWARRSP
Recvd: 08/03/12 11:05 3 pgs
Fees:18.00 Taxes:344.10
20120803-0068987

This property is also known as improved property located at: 928 B 33rd Ave North, Nashville, Tennessee.

TO HAVE AND TO HOLD the real property with all appurtenances, hereditaments, tenements, estate, title and interest thereto belonging to Grantees, their successors, heirs and assigns, forever.

And Grantor does covenant with the said Grantees that Grantor is lawfully seized and possessed of the real property in fee simple, and Grantor has a good right to convey the real property; subject to the matters listed on the attached Exhibit A.

And Grantor further covenants with Grantees that Grantor, its successors and assigns, will warrant and forever defend the title to the real property to Grantees, its successors, heirs and/or assigns, as against all acts of the Grantor herein, and every person claiming by through and under Grantor, and no other.

Grantees hereunder accepts title to the real property and any improvements thereon in an AS IS WHERE IS condition, and without representation or warranty from Grantor as to any matter whatsoever except as set forth herein, and by accepting this deed, Grantees represent and warrant that they have conducted their own due diligence with regard to the real property and matters of title related to the real property, and represent and warrant that they have not relied on any statement or action made by Grantor except as set forth herein. Without limiting the foregoing, GRANTOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

IN WITNESS WHEREOF, Grantor has set its hand and seal on this July 25, 2012.

GRANTOR:

CEDARSTONE BANK

E.V.P.

By: Hank Stuart
Its: Executive Vice President

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared **HANK STUART**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Executive Vice President of **CEDARSTONE BANK** and that he as such Executive Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Executive Vice President.

Witness my hand and official seal at Nashville, Tennessee, this 25th day of July, 2012.

NOTARY PUBLIC

My Commission Expires: 3/4/13

R. GARRY CHAFFIN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 4, 2013

EXHIBIT "A"

1. Taxes for the year 2012 a lien, not yet due and payable.

2. Subject to all matters shown on the Plan of record in Plat Book 421, Page 11, Register's Office for Davidson County, Tennessee.

3. The premises herein insured is a condominium apartment established pursuant to the provisions of the Tennessee Horizontal Property Act as the same is set out in Section 66-27-101, et seq., of the Tennessee Code Annotated, and is subject to the provisions and requirements thereof and is subject to the By-Laws for the administration thereof; also subject to the easements, rights and interest in favor of other unit owners, and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through, or upon the land embracing the regime and buildings thereon; and also including without limitations, all conditions, covenants, restrictions, options, burdens, assessments and other undertakings contained in the Master Deed establishing 928 33rd Avenue North Townhomes, a Horizontal Property Regime with Private Elements, of record in Instrument No. 20070917-0110883, as amended and reinstated by Instrument No. 20080828-0088257, Register's Office for Davidson County, Tennessee.

4. Subject to all matters shown on the Plan of 928 33rd Avenue North Townhomes attached as Exhibit "A" to the aforementioned Master Deed.

5. By-Laws of 928 33rd Avenue North Townhomes Homeowners' Association, Inc., attached as Exhibit "B" to the aforementioned Master Deed.

6. Attorney's Certificate and Charter of 928 33rd Avenue North Townhomes Homeowners' Association, Inc., attached as Exhibit "C" to the aforementioned Master Deed.

7. Subject to rights of others in and to the common areas and/or elements.