THIS INSTRUMENT PREPARED BY:	PROPERTY OWNER:	PROPERTY ADDRESS:	MAIL TAX BILLS TO:	TAX PARCEL NO.:
Jason A. Strain, Esq. Baker, Donelson, Bearman, Caldwell & Berkowitz, PC 165 Madison Avenue, Suite 2000 Memphis, Tennessee 38103 **WHEN RECORDED RETURN TO:** John Harris, Esq. Schulman, LeRoy & Bennett PC 501 Union Street, 7th Floor Nashville, Tennessee 37219	Electric Service Credit Union Attn: Ron Smith P.O. Box 24117 Nashville, Tennessee 37202-4117	2340 Jackson Downs Blvd. Nashville, Tennessee 37214	Electric Service Credit Union Attn: Ron Smith P.O. Box 24117 Nashville, Tennessee 37202-4117	Map 85, Parcel 207

BILL GARRETT, Davidson County
Trans:T20120058359 DEEDWARRSP
Recvd: 08/07/12 10:41 5 pgs
Fees:28.00 Taxes:4717.50

20120807-0070203

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this 3rd day of August, 2012, by and between **FIRST TENNESSEE BANK NATIONAL ASSOCIATION**, a national banking association whose address is 165 Madison Avenue, Suite 1100, Memphis, Tennessee 38103, attn: Corporate Real Estate (hereinafter "Grantor"), and **ELECTRIC SERVICE CREDIT UNION**, a Tennessee-chartered credit union whose address is attn: Ron Smith, P.O. Box 24117, Nashville, Tennessee 37202-4117 (hereinafter "Grantee");

W I T N E S S E T H:

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

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

This being real estate conveyed to Grantor under Instrument No. 20030113-0005480 in the Register's Office of Davidson County, Tennessee. Legal description from prior deed, no survey having been prepared.

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

AND, subject always to those liens, easements, encumbrances and exceptions listed in Exhibit "B," attached hereto and incorporated herein by reference, Grantor does hereby covenant with Grantee that title to aforesaid real estate Grantor will warrant and forever defend against the lawful claims of all persons claiming by, through or under Grantor, but not further or otherwise.

RESTRICTIVE COVENANT: Grantee, by its acceptance of this Deed, covenants and agrees not to use the property conveyed hereby (or allow it to be used) in any manner that would involve customers being present at the property for a period of six (6) months following the date of closing (the "Restriction Term"). During the Restriction Term, the foregoing restriction shall be deemed to be a covenant running with the land and shall be binding upon Grantee, its successors, successors-in-title, and assigns, and upon all parties having or acquiring any right, title or interest in or to any part of the property conveyed hereby. In the event of a violation or breach of such restriction by Grantee, or its successors, successors-in-title, or assigns, then the Grantor shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of such restriction, to sue for and recover damages, or to take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver by that party or an estoppel of that party or of any other party to assert any right available to such party upon the recurrence or continuation of the violation or the occurrence of a different violation.

As used herein, pronouns shall be construed according to their gender and number according to the context thereof.

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

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

By: Ronald L. Bastek
Name: Senior Vice President - CREAS
Title: _____

ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, Cheryl Bell, a Notary Public in and for the State and County aforesaid, personally appeared Ronald L. Bastek, 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 SVP of **FIRST TENNESSEE BANK NATIONAL ASSOCIATION**, the within named bargainor, a national banking association, and that he as such SVP, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the association by himself as such SVP.

WITNESS my hand and seal at office, on this 3rd day of August, 2012.

Notary Public

CHERYL BELL
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY

My Commission Expires:

MY COMMISSION EXPIRES MAY 12, 2016

AFFIDAVIT OF VALUE

I, or we, 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 $1,275,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

AFFIANT

Ronald L. Bastek
Senior Vice President - CREAS

SUBSCRIBED AND SWORN TO before me this 3rd day of August, 2012.

Notary Public

CHERYL BELL
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY

My Commission Expires:

MY COMMISSION EXPIRES MAY 12, 2016

M SY 537080 v2
960000-100 05/02/03
M JS1 2335384 v1
2100000-0 08/01/2012

EXHIBIT "A"
TO
WARRANTY DEED
FROM
FIRST TENNESSEE BANK NATIONAL ASSOCIATION
TO
ELECTRIC SERVICE CREDIT UNION

Description Of Real Estate

LAND in Davidson County, Tennessee, being Lot No. 1, on the Plan of Jackson Downs, Phase Four, as shown on plat of record as Instrument No. 20010606-0059240, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

EXHIBIT "B"
TO
WARRANTY DEED
FROM
FIRST TENNESSEE BANK NATIONAL ASSOCIATION
TO
ELECTRIC SERVICE CREDIT UNION

Encumbrances

1. Zoning, subdivision, and other general laws of similar effect.

2. All matters which would be shown by a true and correct survey of the property.

3. Taxes for the years 2012 and thereafter, not yet due and payable.

4. Subject to all matters shown on the Plan of record as Instrument Number 20010606-0059240, Register's Office of Davidson County, Tennessee.

5. NES overhang easement of record in Book 5848, Page 105, in said Register's Office.

6. Sanitary sewer easement of record in Book 4819, Page 866, in said Register's Office.

7. Agreement for grant of easement for conservation greenway of record in Instrument Number 20010606-0059346, in said Register's Office.

8. Reciprocal easement agreement of record in Instrument Number 20010606-0059481, in said Register's Office.