Prepared by T. Jake Wolaver
Tisher & Wolaver, PLLC
P.O. Box 1431
Columbia, Tennessee 38402-1431

Return to Rudy Title & Escrow, LLC

BILL GARRETT, Davidson County
Trans:T20120072314 DEEDWARRSP
Recvd: 09/25/12 15:10 3 pgs
Fees:18.00 Taxes:802.90
20120925-0087242

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, this indenture entered into between **Community First Bank & Trust**, FIRST PARTY, which expression shall include successors and assigns, and **Michael P. Fisher,** unmarried **and Alaina L. Bean**, unmarried*, SECOND PARTY, which expression shall include heirs, assigns and personal representatives.

*Tenants in common with Rights of Survivorship

WITNESSETH:

For the consideration of the sum of TEN DOLLARS ($10.00), and other good and valuable considerations, the receipt of all of which is hereby acknowledged, FIRST PARTY conveys unto SECOND PARTY the following described property:

> A certain tract or parcel of land located in Davidson County, State of Tennessee, described as follows, to-wit;
>
> Being Unit No. 1 of Ireland 28 Condominiums, also known as Ireland Street 28, a horizontal property regime established by Master Deed of record in Instrument #20040416-0043331 and amended in Instrument #20040429-0048695, and by plat of record in Instrument #200404050037953, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description thereof.
>
> Being the same property conveyed to FIRST PARTY herein by deed of record in Instrument No. 20120203-0010159, Register's Office of Davidson County, Tennessee.
>
> Tax Map & Parcel 082-13B-1.00 CO.

FIRST PARTY COVENANTS with SECOND PARTY that it has lawfully seized and possessed of said real estate and that FIRST PARTY has a good and lawful right to convey the same, and that it is unencumbered except as follows: current year's property taxes which will be prorated as of the date of this deed and assumed by SECOND PARTY; covenants, conditions and restrictions as set forth in deed of record in Book 9183, Page 130, Book 11625, Page 280 and Instrument No. 20020425-0051069 (Phillips Jackson Redevelopment District), Register's Office of Davidson County, Tennessee; Charter of Homeowners Association of record at Instrument No. 20040414-0041924, Register's Office of Davidson County, Tennessee: conditions, covenants, reservations, requirements, restrictions, options, burdens, agreements, undertakings, assessments and other

provisions contained in or incorporated by reference into the Master Deed establishing IRELAND 28 Condominiums of record in Instrument No. 20040416-0043331, and amended by instrument of record in Instrument No. 20040429-0048695, Register's Office of Davidson County, Tennessee; and applicable utility and drainage easements, building setback lines and other matters as shown on recorded plat.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto, including all of FIRST PARTY's right, title and interest in and to adjacent streets, alleys and rights of way, subject to the foregoing encumbrances, unto SECOND PARTY and SECOND PARTY's heirs, assigns and personal representatives forever. FIRST PARTY does hereby bind itself and its successors to warrant and forever defend the Property unto SECOND PARTY and SECOND PARTY's heirs, assigns and personal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under FIRST PARTY, but not otherwise.

EXCEPT FOR THE LIMITED WARRANTY OF TITLE HEREIN CONTAINED, SECOND PARTY ACKNOWLEDGES THAT FIRST PARTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY OTHER REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF HABITABILITY. SECOND PARTY 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.

By acceptance of this Special Warranty Deed, SECOND PARTY agrees to and accepts all of the foregoing matters.

IN WITNESS WHEREOF, this conveyance has been executed on the 18th day of September, 2012.

Community First Bank & Trust

By: Jim Bratton SVP/CCO

Print Name: Jim Bratton

Title: SVP/CCO

"FIRST PARTY"

STATE OF TENNESSEE

COUNTY OF MAURY

Personally appeared before me, the undersigned, Jim Bratton, with whom I am personally acquainted, and who acknowledged under oath that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is a VP/CCO of Community First Bank & Trust and is authorized by the maker to execute this instrument on behalf of the maker.

DEBBIE SILVERTHORN NOTARY PUBLIC STATE OF TENNESSEE MAURY COUNTY

Given under my hand and official seal, this 18th day of September, 2012.

My commission expires:
8-24-2014

Debbie Silverthorn
Notary Public

STATE OF TENNESSEE - Davidson COUNTY

I hereby affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $ 217,000.00.

Affiant

Subscribed and sworn to before me, this 18th day of September, 2012.

My commission expires:
5/20/14

Notary Public

LAURA MITCHELL NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

NEW PROPERTY OWNERS:

Michael P. Fisher and Alaina L. Bean
917 9th Avenue North, Unit #1
Nashville, TN 37208

PERSON(S) RESPONSIBLE FOR TAXES:

SUBC Mortgage Corporation
9311 San Pedro, Suite 100
San Antonio, TX 78216

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