BILL GARRETT, Davidson County
Trans:T20120073815 DEEDWARRSP
Recvd: 10/01/12 10:31 3 pgs
Fees:18.00 Taxes:1165.50
20121001-0088992

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

Return to Robert L. Scruggs, Attorney at Law

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 **Frank Coll and wife, Rochelle Coll**, as tenants by the entirety, SECOND PARTY, which expression shall include heirs, assigns and personal representatives.

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;

Tract 1

Being the South 84 1/4 feet of Lot No. 24 on the Map of Hugh W. McGavock's Addition to Nashville, of record in Book 17, Page 640, of the Register's Office for said County.

Said part of said lot fronts 84 1/4 feet on the West side of Second Avenue North and runs back between parallel lines, along the North margin of Monroe Street, 142.4 feet to a dead line or an alley.

Tract 2

Being part of Lot No. 24 in H. W. McGavock's Addition to Nashville, as of record in Book 17, Page 640, Registers Office for said County, and more particularly described as follows:

Beginning at a point in the Westerly margin of Second Avenue North formerly Market Street, 84 feet North of the Northwest corner of Monroe Street and Second Avenue North; thence Westwardly parallel with the North margin of Monroe Street, 142 feet 4 inches to a point in the dividing line between Lot Nos. 9 and 24 on said plan; thence Northwardly, with the dividing line between said Lots Nos. 9 and 24, 32 feet to a point; thence Eastwardly, with a line parallel with the Southerly line of Lot No. 23, 142 feet 4 inches to the Westerly margin of Second Avenue North; thence Southerly with the Westerly margin of Second Avenue North, 32 feet to the point of beginning.

Being the same property conveyed to FIRST PARTY herein by deed of record in Instrument No. 20120203-0010154, Register's Office of Davidson County, Tennessee.

Tax Id No. 08209021900

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; applicable utility and drainage easements, building setback lines, and other matters as shown on recorded plat; and all other matters of public record.

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 27th 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 SVP/CCO of Community First Bank & Trust and is authorized by the maker to execute this instrument on behalf of the maker.

Given under my hand and official seal, this 27th day of September, 2012.

My commission expires:
5-20-2014

Notary Public

JEANIE DAVIS STATE OF TENNESSEE NOTARY PUBLIC MAURY COUNTY, TENN.

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 $ 315,000.00.

Affiant

Subscribed and sworn to before me, this 28th day of September, 2012.

My commission expires:

Notary Public

PAM McBROOM STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires MAY 20, 2014

NEW PROPERTY OWNERS:

Frank Coll

1301 2nd Ave N

Nashville, TN 37208

PERSON(S) RESPONSIBLE FOR TAXES:

Same As Owner

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