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COMMONWEALTH TITLE AGENCY
333 GALLATIN ROAD SOUTH
MADISON, TN 37115

PREPARED BY:
COMMONWEALTH TITLE AGENCY OF NASHVILLE, INC.
333 GALLATIN ROAD SOUTH
MADISON, TN 37115

Instr:200006050055354 Page: 1 OF 4
REC'D FOR REC 06/05/2000 8:41:34AM
RECORD FEE: $19.00
M. TAX: $0.00 T. TAX: $259.00

WARRANTY DEED

THIS INDENTURE is made and entered into this **27th** day of **May, 2000, by and between GARY WENDELL SMITH, A MARRIED MAN, and ANITA SMITH, HIS WIFE, PAMELA BLY, A MARRIED WOMAN, and ROGER BLY, HER HUSBAND, hereinafter called GRANTORs, and SHERRY HOFFMAN, UNMARRIED, hereinafter called GRANTEE.**

W I T N E S S E T H: That for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which are hereby acknowledged, WE, GARY WENDELL SMITH, A MARRIED MAN, and ANITA SMITH, HIS WIFE(holder of an undivided one-third interest), and PAMELA BLY, A MARRIED WOMAN, and ROGER BLY, HER HUSBAND (holder of an undivided one-third interest), GRANTORs, do hereby bargain, sell, transfer and convey unto SHERRY HOFFMAN, UNMARRIED, hereinafter referred to as GRANTEE, his/her successors, heirs and assigns, our undivided one-third interest each in and to certain real estate located in DAVIDSON County, Tennessee, being more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference, together with all right, title and interest of GRANTORs in and to all buildings and fixtures located on said real estate, and any easements and rights-of-way adjoining or abutting said real estate and any covenants and other rights appurtenant thereto (collectively, the "Property"). This conveyance of the "Property" and all covenants and warranties contained herein, are made expressly subject to the exceptions and other matters set forth in Exhibit "B", which is attached hereto and incorporated herein by reference.

This is improved property known as 409 BROADMOOR DRIVE, NASHVILLE, TN 37216.

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estate, title and interest unto GRANTEE, his/her successors, heirs and assigns forever. The GRANTORs covenant and agree with the said GRANTEE that GRANTORs are lawfully seized and possessed of the said real estate and that GRANTORs have a good and lawful right to sell the same. The GRANTORs further covenant that the same is unencumbered except as otherwise set forth in Exhibit "B".

GRANTORs further covenant and bind themselves, their successors, heirs and assigns, to warrant and forever defend the title to said GRANTEE, his/her successors, heirs and assigns, against the lawful claims of all persons whomsoever.

ANITA SMITH, wife of GARY WENDELL SMITH, and ROGER BLY, husband of PAMELA BLY, the Grantors herein, join in the herein conveyance for the sole purpose of conveying any right, title and interest they may have in and to the property described herein, marital or otherwise.

WITNESS the hands and seals of GRANTORs on the day and year first above written.

BY: Gary W. Smith
GARY WENDELL SMITH, Signature of Seller

Anita Smith
ANITA SMITH, Signature of Seller

Pamela Bly
PAMELA BLY
Signature of Seller

Roger Bly
ROGER BLY
Signature of Seller

INDIVIDUAL
STATE OF Tennessee)
COUNTY OF Davidson

Personally appeared before me, the undersigned Notary Public of the aforesaid County and State, **GARY WENDELL SMITH**, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that HE/SHE/THEY executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office in **DAVIDSON** County, this 27 day of May, ~~199~~2000.

Notary Public

My Commission Expires: 5/28/2000

INDIVIDUAL
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public of the aforesaid County and State, **ANITA SMITH**, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office in **DAVIDSON** County, this **27th** day of **May, 2000.**

Notary Public

My Commission Expires: 5/28/2000

INDIVIDUAL
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public of the aforesaid County and State, **PAMELA BLY**, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office in **DAVIDSON** County, this **27th** day of **May, 2000.**

Notary Public

My Commission Expires: 5/28/2000

INDIVIDUAL
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public of the aforesaid County and State, **ROGER BLY**, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office in **DAVIDSON** County, this **27th** day of **May, 2000.**

Notary Public

My Commission Expires: 5/28/2000

Name and Address of Property Owner:

SHERRY HOFFMAN, UNMARRIED

409 BROADMOOR DRIVE
NASHVILLE, TN 37216

Property Address:

409 BROADMOOR DRIVE
NASHVILLE, TN 37216

Person Responsible for Taxes:
INTERFIRST
777 E. EISENHOWER, STE 700
ANN ARBOR, MI 48108

Map & Parcel #: MAP 61.2 PARCEL 159

AFFIDAVIT OF VALUE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater is **$70,000.00** which amount is equal to, or greater than, the amount which the property, or interest in property transferred, would command at a fair and voluntary sale.

X Sherry Hoffman
Affiant

Sworn to and subscribed before me, a Notary Public, this **27th** day of **May, 2000.**

Notary Public

My Commission Expires: 5/28/2002

RETURN TO:

COMMONWEALTH TITLE AGENCY OF NASHVILLE, INC.
333 GALLATIN ROAD SOUTH
MADISON, TN 37115

EXHIBIT 'A'

Land in the 12th Civil District of Davidson County, Tennessee, described according to a survey made by Barge, Waggoner & Sumner, Inc., dated January 21, 1964, being Lot No. 14, a part of the Sweeney-Clark Realty Company's property as follows:

Beginning in the north margin of Broadmoor Drive at the corner of Tracts No. 13 & 14; thence along the line between said tracts, North 8 degrees 29 minutes East 280.9 feet; thence South 32 degrees 42 minutes East 96.2 feet to a monument; thence South 72 degrees 18 minutes East 45 feet to the corner of Tracts NO. 14 & 15; thence with the line of said tracts South 10 degrees 47 minutes West 203.4 feet to the north margin of Broadmoor Drive; thence with said Drive, westerly 100 feet to the point of beginning.

BEING the same property conveyed to Lonnie Edward Smith and wife, Verner Estelle Smith by Deed from Minnie D. Russell, unmarried, of record in Book 10098, page 846, Register's Office for Davidson County, Tennessee. The said Verner Estelle Smith having since died, the property vested by operation of law in her surviving spouse, Lonnie Edward Smith. Lonnie Edward Smith died on November 28, 1999, testate, and by his Last Will and Testament filed in the Probate Court for Davidson county, Tennessee, to Will Book 233, page 365, A ONE-THIRD UNDIVIDED INTEREST in the property vested in each of the devisees, they being Gary Wendell Smith, Pamela Bly and Sherry Hoffman.

EXHIBIT 'B'

1. All REAL PROPERTY taxes for the year 2000 and subsequent years, A LIEN, not yet due and payable (MAP 61.2 PARCEL 159, 1999 REAL PROPERTY TAXES ARE PAID IN THE AMOUNT OF 985.81).

2. All matters as set forth on the survey of Barge, Waggoner and
Sumner, Inc., of record in Book 3679, page 306, said Register's Office, including any and all setback lines, easements, notes, restrictions, etc., as may be shown thereon including but not limited to a 10-foot public utility easement along the rear lot line.

3. Unrecorded easements for roads and utilities, if any.