Instr:200008150080834 Page: 1 OF 2
REC'D FOR REC 08/15/2000 1:41:47PM
RECORD FEE: $11.00
1. TAX: $0.00 T. TAX: $730.38

State of Tennessee
County of WILLIAMSON
The actual consideration or value whichever is greater is $197,400.00.

Subsribed and sworn before me this the 11TH DAY OF AUGUST, 2000.

Affiant

Notary Public

(Affix Seal)

NOTARY PUBLIC AT LARGE — MISTY DORRABI — DAVIDSON COUNTY, TN

My Commission Expires July 26, 2002

WARRANTY DEED

This instrument prepared by:

SOUTHEAST TITLE of Tennessee, Inc. Y222755

7000 Executive Center Drive, Suite 100, Brentwood, Tennessee 37027

Address of new owner:
James L. Smith, Jr. and wife
116 Breakwater Bay
Hermitage, TN 37076

Send tax bills to:
FRANKLIN NATIONAL BANK
206 E. MAIN STREET
FRANKLIN, TN 37064

Map 98-13-A Parcel 95

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEE(S), AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

Continental Development and Construction Inc.

HEREINAFTER CALLED THE GRANTOR(S), HAVE THIS DAY BARGAINED AND SOLD, AND BY THESE PRESENTS DO HEREBY TRANSFER AND CONVEY UNTO

James L. Smith and wife, Regina L. Smith

HEREINAFTER CALLED THE GRANTEE(S), THEIR SUCCESSORS AND ASSIGNS, A CERTAIN PARCEL OF LAND, TOGETHER WITH ALL TENEMENTS, HEREDITAMENTS AND APPURTENANCES THERETO LOCATED IN Davidson COUNTY, TENNESSEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Being Lot Number 95 on the Plan of Phase One, Section Six, New Hope Point, a Planned Unit Development, of record in Plat Book 9700 at page 859, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being part of the property conveyed to Continental Development and Construciton, Inc., a Tennessee corporation by Deed of record in Book 11394, page 74, Register's Office for said County.

THIS IS IMPROVED PROPERTY KNOWN AS 116 Breakwater Bay, Hermitage, TN 37076

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenance, estate, title and interest thereto belonging to the said GRANTEES, their successors, heirs or assigns, forever; and we do covenant with the said Grantees that we are lawfully seized and possessed of said land in fee simple, have good right to convey it , and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their successors, heir and assigns against the lawful claims of all persons whomsoever. Wherever used, the singular shall include the plural, the plural and singular, and use of any gender sahll be applicable to all genders.

Subsribed and sworn before me this the 28th day of July, 2000.

Continental Development and Construction Inc.

BY:
Nicholas S. Psillas
Vice President

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said State and County aforesaid, Nicholas S. Psillas, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the Vice President of the maker or a constituent of the maker and is authorized by the maker, to execute this instrument of behalf of the maker.

Witness my hand and official seal, this 28th day of July, 2000.

My commission expires:

MISTY M. SOHRABI
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TN.
My Commission Expires
July 26, 2003

Notary Public