39-B

This Instrument Prepared By:

Douglas S. Hale, Attorney
HALE AND HALE, PLC
312 First Tennessee Bank Building
Franklin, Tennessee 37064

Davidson County DEEDWARR
Recvd: 09/09/02 13:15 3pgs
Fees:18.00 Taxes:462.13
20020909-0108919

NEW OWNER:

Sandra A. Moutsios
4301 Elkins Ave
Nashville, TN 37209

SEND TAX BILL TO:

SAME

MAP & PARCEL

160-00-0-027.00

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $124,900.00.

X Sandra

AFFIANT

Sworn to and subscribed before me this 2 day of August, 2002.

KENNETH V. BYRD NOTARY PUBLIC TENNESSEE LARGE DAVIDSON CO.

NOTARY PUBLIC

My Commission Expires: 7-30-05

WARRANTY DEED

For and in consideration of the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, ALVIN K. SMITH, II and wife, NOEL K. SMITH, hereinafter called the "GRANTORS", have bargained and sold and by these present do transfer and convey unto SANDRA A. MOUTSIOS, unmarried, hereinafter called the "GRANTEE", her heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

> **Being Lot No. 2 on the Plan of First Amendment May Lands Subdivision, recorded in Instrument No. 20010827-0092092, Register's Office for Davidson County, Tennessee, to which plan reference is here made for a more complete and accurate legal description.**
>
> **Being part of the same property conveyed to Alvin K. Smith, II and wife, Noel K. Smith by deed from Mary Jane Cochran (formerly known as Mary Jane C. Crowson), unmarried, of record in Instrument No. 20000621006185O, Register's Office for Davidson County, Tennessee.**

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to said GRANTEE, her heirs and assigns, forever;

AND GRANTORS do covenant with the said GRANTEE that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, except as follows:

1. Davidson County taxes for the year 2002 are a lien against said property, but are not yet due and payable. Said taxes have been prorated between the parties as of the date of this instrument, with GRANTEE paying her prorata part thereof to GRANTORS, who will be responsible for payment of said taxes when they become due and payable. Map and Parcel 160-00-0-027.00.

2. All matters appearing on the Plan of May Lands Subdivision, recorded in Instrument No. 20010123-0006893, Register's Office for Davidson County, Tennessee.

3. All matters appearing on the Plan of First Amendment May Lands Subdivision, recorded in Instrument No. 20010827-0092092, Register's Office for Davidson County, Tennessee.

4. Easement recorded in Instrument No. _____, Register's Office for Davidson County, Tennessee.

5. The following restrictions shall encumber the property herein conveyed, the same to be binding upon the GRANTEE, their successors and assigns, and shall be covenants running with this land:

A. No residence constructed upon the Property shall contain less than 2200 square feet.

B. Any residence constructed upon the Property shall conform to surrounding residences on Hill Road.

C. No fences may be erected upon the Property with a height of greater than five (5) feet, unless a regulatory or governmental body requires a greater height for a fence serving a particular purpose (e.g. fence surrounding a swimming pool).

D. Any outbuilding erected upon the Property must be architecturally similar to the main residence, or compatible with the natural surroundings.

E. No metal or vinyl outbuildings may be constructed upon the Property.

F. No trash, refuse, waste or junk may be stored upon the Property.

G. No junk automobiles are permitted upon the Property.

H. The creek located upon the Property - including the creek banks, bed and water flowing therein - shall be maintained in its natural state and condition, unless altered by an act of God or required to be altered for the purpose of preventing damage to real or personal property.

AND GRANTORS DO FURTHER covenant and bind themselves, their heirs and assigns, to warrant and forever defend the title to the said land to the said GRANTEE, her heirs and assigns, against the lawful claims of all persons whomsoever.

This unimproved property is known as Lot 2, May Lands Subdivision, Hill Road, Brentwood, Tennessee 37027.

WITNESS our hands this 28 day of August, 2002 in Nashville, Tennessee.

Alvin K. Smith, II

Noel K. Smith

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public, in and for State and County, Alvin K. Smith, II and wife, Noel K. Smith, the within named bargainors with whom I am personally acquainted and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand this 28 day of August, 2002, in Nashville, Tennessee.

Notary Public

My Commission Expires: 2/5/06