THIS INSTRUMENT PREPARED BY: **Mudter Morgan & Patterson** **Attorneys-at-Law** **2000 Richard Jones Road** **Suite 110** **Nashville, Tennessee 37215** **Record & Return To:** **File Box 9B:** **First Title & Escrow Co., Inc.** **FTEC File No. 21610-08-2003**	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $156,900.00. Affiant Subscribed and sworn to before ~~me~~, this 28th day of August, 2003. Notary Public My Commission Expires: 8-14-05

WARRANTY DEED

Address New Owner: Ruth Joan Harrah 7702 Porter House Dr. Nashville, TN 37211	**Send Tax Bills To:** Franklin Financial Mtg 110 3rd Ave. N Franklin TN 37064	**Tax Information:** Map No.173-9-A Parcel No. 065.00CO

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Don B. Smithson dba Don B. Smithson Construction**, ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Ruth Joan Harrah, unmarried,** ("Grantee"), its successors, heirs and assigns, all that tract or parcel of land in Davidson County, Tennessee, more particularly described on Exhibit "A" hereto.

This is Improved property located at 7702 Porter House Dr., Nashville, TN, 37211

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to Grantee, its successors, heirs and assigns, forever.

And Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as set out on Exhibit "A" hereto. Grantor further covenants and binds itself, its successors, heirs and assigns to warrant and forever defend the title to said real estate to Grantee, its successors, heirs and assigns against the lawful claims of all persons, except as set out on Exhibit "A" hereto.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this instrument on this August 28, 2003.

Don B. Smithson

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, **Don B. Smithson** , with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that He executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 28th day of August, 2003.

Notary Public

My Commission Expires: _____

GERALD G. PATTERSON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires NOV. 29, 2003

Davidson County DEEDWARR
Recvd: 09/08/03 09:27 2pgs
Fees:13.00 Taxes:580.53

20030908-0130519

EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot No. 58 on the Plan of Revision One Section Two Lenox Village as of record in Instrument No. 20020731-0091872, Register's Office for Davidson County, Tennessee to which plan reference is made for a more complete description.

Being part of the same property conveyed to Don B. Smithson d/b/a Don B. Smithson Construction by deed dated January 17, 2003 from Lenox Village I, LLC, a Tennessee limited liability company of record in Instrument No. 20030121-0008500, Register's Office for Davidson County, Tennessee.

Said property is not principal residence of Grantor.

This conveyance is made subject to:
(1) 2003 Taxes, which have been prorated and assumed by the Grantee
(2) Restrictions of record in Instrument No. 20020315-0032826 and supplemented in Instrument No. 20021226-0158458, Instrument No. 20020315-0032825 and supplemented in Instrument No. 20021226-0158459;
(3) Easements of record in Instrument No. 20011129-0130322, Instrument No. 20010103-0000902, corrected in Instrument No. 20010822-0090889;
(4) All matters appearing on the Plan of record in Instrument No. 20020731-0091872, said Register's Office.