Davidson County DEEDWARR
Recvd: 09/12/03 07:59 4pgs
Fees:23.00 Taxes:143.56
20030912-0133882

THIS INSTRUMENT PREPARED BY:

Homer R. Ayers, Attorney at Law
303 Frances Street (Zip 37072)
P. O. Box 904
Goodlettsville, TN 37070-0904

Warranty Deed

ADDRESS NEW OWNERS:	PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF REAL PROPERTY TAXES:	MAP-PARCEL NOS.
Ronald C. Smith, et ux 106 Woodlawn Dr. Louisville, Ms. 39339	Same as New Owner	Map 30 Parcel 196

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, ANDERSON-TOMLINSON PROPERTIES, a Tennessee General Partnership composed of THOMAS L. ANDERSON and WILLIAM J. TOMLINSON, General Partners, hereinafter referred to as the "GRANTORS", have bargained and sold and by these presents do transfer and convey unto RONALD C. SMITH and wife, LINDA W. SMITH, hereinafter referred to as the "GRANTEES", their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

TRACT 2: BEGINNING at a point in the centerline of Bear Hollow road, the same being the southeast corner of a 10 acre tract heretofore conveyed to James I. Caldwell III; thence with the centerline of said Road, South 83 deg. 27 min. 04 sec. East 255.91 feet, to an iron pin and around a curve having a radius of 786.20 feet, 69.29 feet to a point, the beginning point of the property herein conveyed; thence leaving the centerline of said road, North 3 deg. 50 min. 04 sec. East 400 feet to an iron pin; thence North 78 deg. 01 min. 12 sec. East 511.53 feet to an iron pin; thence North 3 deg. 50 min. 04 sec. East 39.74 feet to an iron pin; thence North 81 deg. 56 min. 49 sec. East 558.28 feet to an iron pin; thence South 7 deg. 5 min. 45 sec. East 338.21 feet to a point in the center of said Road; thence with the centerline of said Road, South 73 deg. 49 min. 21 sec. West 921.20 feet to a point and around a curve having a radius of 786.20 feet, 242.56 feet to the beginning, containing 9.91 acres, more or less, according to survey of Randolph Chapdelaine, Number 1444, dated March 6, 1985.

INCLUDED in the above description but expressly EXCLUDED herein is the following lot heretofore conveyed to Bud Stedman and wife, Georgia Stedman by deed of record in Book 7236, page 890, Register's Office for Davidson County, Tennessee, and subsequently to John W. Covington and wife, Darlene G. Covington, by deed of record in Book 7236, page 893, said Register's office, and to Mark David Branstetter, and wife, Jacqueline Branstetter, by deed of record in Book 8688, page 676, said Register's Office. The excluded land is in Davidson County, Tennessee and is described as follows, to-wit:

> BEING Lot No. 1 on the Plat of Subdivision of a portion of the Bud Stedman, et al, Property recorded in Plat Book 6200, page 470, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

BEING a part of the same property conveyed to Anderson-Tomlinson Properties, a Tennessee General Partnership composed of Thomas L. Anderson and William J.

Tomlinson, General Partners, by Deed of Correction from Barbara K. Wade, an unmarried woman, of record in Instrument No. 20011019-0114126, Register's Office for Davidson County, Tennessee.

The legal description, as hereinabove set forth is the same as that contained in the previous Deed of Record.

This is unimproved property located on Bear Hollow Road, Joelton, Tennessee 37080.

GRANTOR further conveys to GRANTEES, their heirs or assigns, an ingress, egress and utilities easement across adjoining property owned by the GRANTOR, as shown on a survey drawing attached hereto as Exhibit A and being more specifically and particularly described as follows:

BEGINNING at a point on the southern margin of Bear Hollow Hill Road 50 feet easement and the easterly margin of the property of Anderson-Tomlinson Properties, a Tennessee General Partnership, said point being south 03 deg. 50 min. 04 sec. west 508.04 feet from an iron pin at the northeastern corner of Tract #1 of the property conveyed to Eaglemark Enterprises, LLP of record in Instrument No. 20000522-0051221, Register's Office for Davidson County, Tennessee, and thereafter conveyed by Deed of Correction to Anderson-Tomlinson Properties, a Tennessee General Partnership, of record in Instrument No. 20011019-0114126, said Register's Office (Map 22, Parcel 195, TAODCT); thence along the easterly margin of Tract #1 south 03 deg. 50 min. 04 sec. west, 441.26feet to an iron pin at the northwest corner of Tract #2 of the property conveyed to Eaglemark Enterprises, LLP, by deed of record in Instrument No. 20000522-0051221, Register's Office for Davidson County, Tennessee, and thereafter conveyed by Deed of Correction to Anderson-Tomlinson Properties, a Tennessee General Partnership, of record in Instrument No. 20011019-0114126, said Register's Office (Map 30, Parcel 196, TAODCT); thence continuing along said easterly margin south 03 deg. 50 min. 04 sec. west 100.00 feet to an iron pin; thence north 86 deg. 09 min. 56 sec. west, 50.00 feet to an iron pin; thence north 03 deg. 50 min. 04 sec. east 581.22 feet to a point at the southern margin of Bear Hollow Hill Road 50 feet easement; thence south 47 deg. 32 min. 39 sec. east 64.00 feet to the beginning.

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

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

1. Real Property Taxes for the year 2003, which are a lien, but not yet due and payable, which have been prorated between the parties and will be paid, in full, by the GRANTEES, when due.

2. Subject to Restrictive Covenants contained in an instrument of record in Book 6543, page 908, said Register's Office.

* 20030912-0133981

And, we, the GRANTORS, 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 heirs and assigns, against the lawful claims of all persons whomsoever.

RONALD C. SMITH executes this Warranty Deed as Attorney-in-Fact for LINDA W. SMITH, under a Power of Attorney being recorded simultaneously herewith as Instrument No. _____*_____, in the Register's Office for Davidson County, Tennessee.

WITNESS our hands on the day and date last acknowledged below.

"GRANTORS"

ANDERSON-TOMLINSON PROPERTIES
a Tennessee General Partnership

BY: _____
THOMAS L. ANDERSON, General Partner

_____
WILLIAM J. TOMLINSON, General Partner

"GRANTEES"

_____
RONALD C. SMITH

_____
LINDA W. SMITH
BY: RONALD C. SMITH, Attorney In Fact

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, RONALD C. SMITH, 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 the 5th day of September, 2003.

HOMER R. AYERS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

_____
NOTARY PUBLIC

My Commission Expires August 20, 2005

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

On this the 5th day of September, 2003, before me, personally appeared RONALD C. SMITH, to me known to be the person who executed the foregoing instrument on behalf of LINDA W. SMITH, and acknowledged that he executed the same as the free act and deed of the said LINDA W. SMITH.

WITNESS my hand and official seal this the 5th day of September, 2003.

HOMER R. AYERS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

_____
NOTARY PUBLIC

My Commission Expires August 20, 2005

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared THOMAS L. ANDERSON and WILLIAM J. TOMLINSON, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the General Partners of Anderson-Tomlinson Properties, the within named bargainor, a partnership, and that they as such General Partners, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by themselves as General Partners.

WITNESS my hand and seal this the 5th day of September, 2003.

HOMER R. AYERS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

_____
NOTARY PUBLIC

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value, whichever is greater, for this transfer is $38,800.00.

_____
Affiant

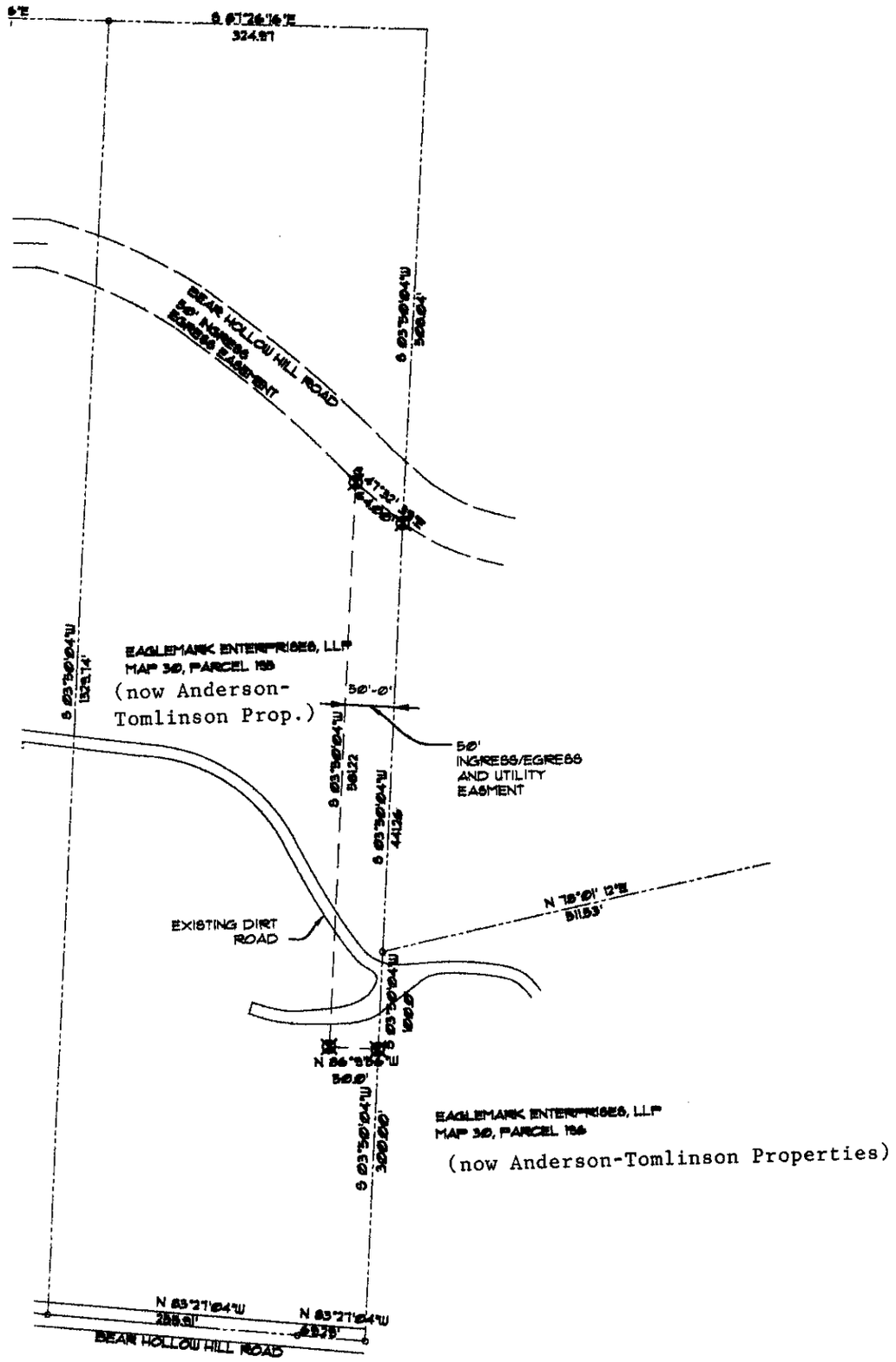
Sworn to and subscribed before me, this the 5th day of September, 2003.

HOMER R. AYERS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

_____
NOTARY PUBLIC

My Commission Expires August 20, 2005

EXHIBIT "A"



INGRESS/EGRESS AND UTILITY EASEMENT

100' 50' 0 100' 200'