THIS DOCUMENT IS BEING RERECORDED TO CORRECT THE NOTARY'S EXPIRATION DATE

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| **THIS INSTRUMENT PREPARED BY:**<br>**Mudter Morgan & Patterson**<br>**Attorneys-at-Law**<br>**2000 Richard Jones Road**<br>**Suite 110**<br>**Nashville, Tennessee 37215**<br><br>**Record & Return To:**<br>**First Title & Escrow Co., Inc.**<br>**FTEC File No. 22108-12-2003**<br>9B | STATE OF TENNESSEE, COUNTY OF DAVIDSON:<br>The actual consideration or value, whichever is greater, for this transfer is: $158,940.00.<br>Reagan Fields<br>Affiant<br>Subscribed and sworn to before me this 12th day of December, 2003.<br>J. MICHAEL MORGAN NOTARY PUBLIC AT LARGE My Commission Expires DAVIDSON COUNTY TENN.<br>NOTARY PUBLIC AT LARGE<br>J. Michael Morgan<br>My Commission Expires<br>July 30, 2005<br>STATE OF TENNESSEE<br>Notary Public |

# WARRANTY DEED

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| **Address New Owner:**<br>Michael Scott Fields<br>Reagan Fields<br>7516 Lord's Chaple Drive<br>Nashville, TN 37211 | **Send Tax Bills To:**<br>First Horizon Home Loans Corp.<br>4000 Horizon Way<br>Irving, TX 75063 | **Tax Information:**<br>Part of<br>Map No.172<br>Parcel No. 244 |

**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 d/b/a Don B. Smithson Construction**, ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Michael Scott Fields and wife, Reagan Fields** ("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 **7516 Lord's Chaple Drive, 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 the 12th day of December, 2003.

**Don B. Smithson d/b/a Don B. Smithson Construction**

*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 d/b/a Don B. Smithson Construction**, 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 12th day of December, 2003.

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

Notary Public

My Commission Expires:

My Commission Expires
~~NOV. 29, 2008~~
9/22/07

Davidson County DEEDWARR
Recvd: 01/23/04 10:32 2pgs
Fees:12.00 Taxes:0.00
20040123-0009073

RE-RECORD

Davidson County DEEDWARR
Recvd: 01/14/04 15:41 2pgs
Fees:13.00 Taxes:588.08
[redacted]
20040114-0006024

# EXHIBIT "A"

Land in Davidson, Tennessee, being Lot No. 119 on the Plan of Section Three Lenox Village, as of record in Plat Book Instrument No. 20030808-0113189 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 dated 8/15/03 from Lenox Village I, LLC, a Tennessee limited liability company of record in Instrument No. 20030910-0131714, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1) 2003 City/County Taxes, which have been paid by the Grantor and prorated by the parties;
2) Subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property;
3) Declaration of Covenants, Conditions and Restrictions for Lenox Village of record in Instrument No. 20020315-0032826, Register's Office for Davidson County, Tennessee, (omitting therefrom any covenants, conditions or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenants, conditions or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates tohandicap, but does not discriminate against handicapped persons).
4) Charter of Incorporation of Lenox Village Neighborhood Association, Inc., of record in Instrument No. 20020412-0045831 , Register's Office for Davidson County, Tennessee.
5) Covenants, Conditions, Restrictions and Agreements, including the agreement to pay assessments for the maintenance of common areas, contained in the Master Deed (and By-Laws) for Lenox Village, of record in Instrument No. 20020315-0032825, Register's Office for Davidson County, Tennessee.
6) All matters appearing on the Plan of record in Instrument No.20030808-0113189 , Register's Office for Davidson County, Tennessee
7) Easement for ingress and egress of record in Instrument No. 20010103-0000902 and corrected in Instrument No. 20010822-0090889 , Register's Office for Davidson County, Tennessee.
8) Storm water detention agreement of record in Book 7361, Page 230, and in Instrument No. 20020408-0042676, Register's Office for Davidson County, Tennessee.

