This Instrument Prepared By:
Reid Troutman, Attorney
TROUTMAN & TROUTMAN
P.O. Box 1757
LaFollette, TN 37766

Responsible Taxpayer:
Darren Caughron & Tracy Minton
3446 Six Mile Road
Maryville, TN 37803

Davidson County DEEDWARR
Recvd: 09/29/04 09:43 3pgs
Fees:18.00 Taxes:129.50
20040929-0117010

WARRANTY DEED

THIS INDENTURE made this 29th day of September, **2004**, between **JOHN M. HAHN SR. LIVING TRUST**, of Davidson, County, Tennessee, First Party, and **DARREN B. CAUGHRON**, of Blount County, Tennessee and **TRACY N. MINTON**, of Campbell County, Tennessee, Second Party:

WITNESSETH:

That said First Party, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, to him in hand paid by said Second Party, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does by these presents grant, bargain, sell and convey unto Second Party, the real property described as follows:

LAND in Davidson County, Tennessee, being Unit No. 155, as shown on the Site Pan of Kingswood Condominiums of record in Book 5200, page 520, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the common elements appurtenant to said unit as set forth in Exhibit "C" of the Master Deed establishing Kingswood Condominiums of record in Book 6058, page 320, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to John M. Hahn Sr. Living Trust, by deed of record in Book 10416, page 880, Register's Office for Davidson County, Tennessee.

The current mailing address for said property is 2929 Selena drive, K-155, Nashville, Tennessee 37211.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Second Party, its successors or assigns, forever.

AND I, the First Party, do covenant with the said Second Party, that I am lawfully seized and possessed of said land in fee simple, have a good right to convey it and warrant that he same is unencumbered, except as follows:

1. Taxes for the year 2004, which are a lien but not yet due and payable, and which have been prorated between the parties and will be paid, in full, by the Second Party, when due.

2. Any and all matters as they may appear on the Plan of record in Book 5200, page 520, said Register's Office.

3. The Master Deed Establish a Horizontal Property Regime of Kingswood Kastle, of record in Book 5552, page 732, said Register's Office, and the

By-Laws appended thereto of record in Book 5552, page 774, said Register's Office, as amended in Book 6058, page 320, said Register's Office.

4. Restrictive Covenants of record in Book 909, page 48, said Register's Office; Book 919, page 393, said Reister's office; Book 928, page 752 as amended in Book 1001, page 539, said Register's Office; Book 946, page 252, said Register's Office; Book 919, page 628, which are the same as in Book 946, page 252, said Register's Office; Book 1579, page 387, said Register's Office; and Book 1581, page 55, which are the same as in Book 1579, page 387, said Register's Office.

5. Easements for sanitary sewers and/or storm drainage granted to Metropolitan Federal Government of Nashville and Davidson County, Tennessee, of record in Book 3645, page 9; Book 3822, page 25; Book 1259, age 977; and Book 4260, page 332, said Register's Office.

6. Lease Agreement between Solon Automated Service and Kingswood Kastle Apartments of record in Book 5585, page 985, said Register's Office and Bill of Sale of record in Book 5585, page 989, said Register's Office.

Said Sale will be free and in for of all equities of redemption and all statutory rights of redemption, and free and in for of homestead, dower, and all other rights and exemptions of every kind and subject otherwise only to any unpaid taxes, easements, covenants, conditions, encumbrances, and restrictions that may exist.

PROPERTY ASSESSORS ID NO.:
119-14-A- 155 CO

The foregoing legal description is the same as in the prior deed of record.

THIS CONVEYANCE IS SUBJECT to all restrictions, easements, set-back lines, and other conditions shown of record in the Office of the Register of Deeds for Davidson County, Tennessee.

TO HAVE AND TO HOLD the same unto the Second Party, his heirs and assigns forever. And said First Party, for himself and his heirs, executors and assigns, does hereby covenant with said Second Party, his heirs and assigns, that he is lawfully seized in fee simple of the premises above conveyed and has full power, authority and right to convey the same, and that said premises are free from all encumbrances and that he will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

Whenever in this instrument a pronoun is used, it shall be construed to represent either singular or plural, as the case may demand.

IN WITNESS WHEREOF, the said First Party hereunder sets his hand and seal the day and year first above written.

JOHN M. HAHN SR. LIVING TRUST

BY: John M. Hahn Sr. Tr.

ITS:_____

STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned authority, a notary public in and for said County and State, John M. Hahn, with whom I am personally acquainted, and who after first being duly sworn, acknowledged themselves to be the TRUSTEE of the **JOHN M. HAHN SR. LIVING TRUST**, and that the said John M. Hahn, as TRUSTEE of **JOHN M. HAHN SR. LIVING TRUST**, and having the authority to do so, he executed the within instrument for the **JOHN M. HAHN SR. LIVING TRUST**.

Witness my hand and official seal at office this 29 day of September, 2004.

NOTARY PUBLIC AT LARGE ELIZABETH ANN MCDONALD DAVIDSON COUNTY, TENN.

Elizabeth Ann McDonald
Notary Public
My Commission Expires: 3-24-2008

I/we do hereby swear or affirm that the actual consideration or true value of this transfer or value of property transferred, whichever is greater, is $35,000.00, which amount is equal to or greater than the amount which property transferred would command at a fair voluntary sale.

Tracey N. Milan
Affiant

Sworn to and subscribed before me this
29 day of September, 2004.

Elizabeth Ann McDonald
Notary Public

My Commission Expires: 3-24-2008

ELIZABETH ANN MCDONALD NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.