RETURN TO:
Cumberland Title
13018 Lebanon Rd.
Mt. Juliet, Tn. 37122

Davidson County DEEDWARR
Recvd: 10/14/05 12:32 2 pgs
Fees:13.00 Taxes:279.35

20051014-0124127

THIS INSTRUMENT PREPARED BY:
Lindsay Sinor
Vulcan Materials Company
1200 Urban Center Drive
Birmingham, AL 35242

From: Vulcan Lands, Inc., a New Jersey Corporation
To: Sarah Ann Smith

NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NO.
Sarah Ann Smith	Mortgage Investors	Map 139 09 0
2020 Franklin Limestone Ct	8320 E. Walker Springs	
Nashville, TN 37217	Knoxville TN 37923	Parcel 028.00

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 consideration, the receipt and sufficiency of which is hereby acknowledged, **VULCAN LANDS, INC., a New Jersey corporation,** hereinafter called "Grantor", has bargained and sold, and by these presents does hereby transfer and convey unto **SARAH ANN SMITH,** hereinafter called "Grantee", her heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, being described as follows:

> Land in Davidson County, Tennessee, being Lot No. 28, Section 2, of the Plan of Una Manor, of record in Book 2900, Page 95, Register's Office for Davidson County, Tennessee; to which plan reference is hereby made for a complete and accurate legal description. Said property having a street address of 2020 Franklin Limestone Court, Nashville.
>
> Being the same property conveyed to Vulcan Lands Inc. by deed from Kenneth B. LaFevor and wife, Betty LaFevor dated June 20, 1990 and recorded in Deed Book 8146, Page 885 in the Register's Office for Davidson County, Tennessee.

This conveyance is made subject to 2005 Davidson County taxes not yet due and payable, Restrictive Covenants of record in Book 3096, Page 320, Register's Office for Davidson County, Tennessee, an easement of record in Book 7389, Page 161, Register's Office for Davidson County, Tennessee, and issues of record in Plat Book 2900, Page 95, Register's Office for Davidson County, Tennessee.

Grantee, for herself, her personal representatives, estate, heirs, assigns and beneficiaries (collectively referred to as "Grantee Parties") hereby acknowledges that blasting is a normal part of the quarrying operations which Grantor conducts on its property located near or adjacent to the Property ("Grantor's Property"). As a material part of the consideration for the conveyance, Grantee Parties do forever release and hold harmless Grantor, its agents, employees, contractors, successors and assigns (collectively referred to as "Grantor Parties") from and against any and all liability of any kind or nature incurred as a result of the operation of the quarry on Grantor's Property, including, without limitation, blasting, except to the extent of Grantor Parties' gross negligence. Furthermore, Grantee Parties do forever release and waive the right to maintain a suit at law or in equity against Grantor Parties on a theory of trespass, public or private nuisance or for any claim for strict liability in connection with the blasting or other operations of Grantor Parties on Grantor's Property or any claim arising out of the conduct of an ultrahazardous activity. This release and covenant is expressly intended to and does hereby bind Grantee Parties and is intended to and does hereby run with the Property.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, her heirs and assigns forever and Grantor does covenant with the said Grantee that it is lawfully

seized and possessed of the land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and Grantor does further covenant and bind itself, its successors and assigns and does warrant and forever defend the title to the said land to the said Grantee, his heirs and assigns, 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 has caused this instrument to be executed on this _____ day of _____, 2005.

VULCAN LANDS, INC.,
a New Jersey corporation

By _____
R. C. Reynolds
Vice President and Assistant Secretary

STATE OF TENNESSEE)
COUNTY OF KNOX)

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, **R. C. Reynolds**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be the Vice President and Assistant Secretary of **VULCAN LANDS, INC., a New Jersey corporation**, the within named bargainor, and that he, as such officer, being authorized so to do, executed the within instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand and official seal of office, this 6 day of October, 2005.

My Commission Expires: Nov. 15, 2005

MELISSA D. DEAKINS STATE OF TENNESSEE NOTARY PUBLIC BLOUNT COUNTY

Melissa D. Deakins
Notary Public

I hereby swear of affirm that the actual consideration or true value of this transfer, whichever is greater, is **$75,500**.

Sarah Ann Smith
Affiant

Subscribed and sworn to before me this 7th day of October, 2005.

Tracey Trumphour
Notary Public

My Commission Expires: 1-23-06

TRACEY TRUMPHOUR STATE OF TENNESSEE NOTARY PUBLIC WILSON COUNTY