THIS INSTRUMENT PREPARED BY: **Mudter Morgan & Patterson** **Attorneys-at-Law** **2000 Richard Jones Road** **Suite 110** **Nashville, Tennessee 37215** **Record & Return To:** **First Title & Escrow Co., Inc.** **FTEC File No. 24863-11-2005** File Box 9B	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $275,000.00. Eduardo Arino de la Rubia Affiant Subscribed and sworn to before me this 30th day of November, 2005. Notary Public My Commission Expires:

WARRANTY DEED

Address New Owner: Eduardo Arino de la Rubia Leigh Arino de la Rubia 5734 Chadwick Lane Brentwood, TN 37027	**Send Tax Bills To:** Oak Street Mortgage 11595 N. Meridian Street #400 Carmel, Indiana 46032	**Tax Information:** Map No.160.16-0A Parcel No. 021.00-CO

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, **Bill Lazarus, Trustee of the L & H Land Trust,*** ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Eduardo Arino de la Rubia and wife, Leigh Arino de la Rubia** ("Grantee"), its successors, heirs and assigns, all that tract or parcel of land in Davidson County, Tennessee, more particularly described on Exhibit "A" hereto.

*under Trust Agreement dated April 20, 2005

This is improved property located at 5734 Chadwick Lane, Brentwood, TN 37027

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 30th day of November, 2005.

Bill Lazarus, Trustee

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, **Bill Lazarus, Trustee**, 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 30th day of November, 2005.

Notary Public

My Commission Expires:

My Commission Expires SEPT. 22, 2007

Davidson County DEEDWARR
Recvd: 12/12/05 15:02 2 pgs
Fees:13.00 Taxes:1017.50

20051212-0149200

EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot No. 12 on the Plan of Section Two Montgomery Place, as of record in Plat Book 7900, page 922, Register's Office for Davidson County, Tennessee to which plan reference is made for a more complete description.

Being the same property conveyed to Bill Lazarus, Trustee of the L & H Land Trust by deed dated October 31, 2005 from Dan Heichelbech of record in Instrument No. 20051102-0132348 and by quitclaim deed dated November 30, 2005 from Bill Lazarus, individually of record as Instrument No. 20051212-0149199, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. 2005 City/County Taxes which have been paid by the Grantor and prorated by the parties.
2. Declaration of Covenants, Conditions By-Laws and Restrictions for Montgomery Place Homeowner's Association, of record in Book 9307, page 681, 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 to handicap, but does not discriminate against handicapped persons).
3. Charter of Incorporation of Montgomery Place Homeowner's Association of record in Book 9307, page 676, Register's Office for Davidson County, Tennessee.
4. Easements to the Metropolitan Government of Nashville and Davidson County for sanitary sewers and/or storm drainage, of record in Book 7322, pages 326, 341, 344 and Book 6994, page 909, Register's Office for Davidson County, Tennessee.
5. All matters appearing on the Plan of record as Book 8250, pages 237 and Book 7900, page 722, Register's Office for Davidson County, Tennessee.
6. Easement for water mains and appurtenances of record in Book 8175, page 804, Register's Office for Davidson County, Tennessee.
7. Easement for drainage facility of record in Book 7859, page 371, Register's Office for Davidson County, Tennessee.