This Instrument Prepared by:
Frontier Title & Escrow, Inc
109 C East Avenue
Goodlettsville, TN 37072

MAP: 164-13-0
PARCEL: 179.00
GROUP:

New Owners Address
Send Tax Bills to Same Address:
Marvin A. Smith and wife, Annette M. Smith
5709 Murphywood Crossing
Antioch, TN 37013

Davidson County DEEDWARR
Recvd: 01/27/06 16:22 2 pgs
Fees:13.00 Taxes:628.63
20060127-0010972

WARRANTY DEED

THIS INDENTURE, made this 24th day of January, 2006 between

Fred D. Strouth, Jr. and wife, Susan L. Strouth

of Davidson County, Tennessee, hereinafter referred to as **Grantor**, and

Marvin A. Smith and wife, Annette M. Smith

of Davidson County, Tennessee, hereinafter referred to as **Grantee**.

WITNESSETH: that said Grantor, for and in consideration of the sum of ONE AND 00/100 DOLLAR ($1.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto the said Grantee the following described premises situated in Davidson County, Tennessee, to wit:

Land in Davidson County, Tennessee, being Lot No. 176 on the Plan of Asheford Crossing, Section Three, as of record in Book 9700, Page 545. Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description thereof.

This being the same property conveyed to Fred D. Strouth, Jr. and wife, Susan L. Strouth by Warranty Deed dated 6/25/1999 from Phillips Builders, Inc. a Tennessee Corporation of record in Book 11547, Page 895, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE is made subject to restrictive covenants, easements, and setback lines that are applicable to the above described property, and of record, and to all zoning and subdivision restrictions of the appropriate governmental body.

The above description is the same as the previous deed of record, no boundary survey having been made at the time of this conveyance.

TO HAVE AND TO HOLD the said real estate, together with all of the appurtenances, estate, title, and interest thereunto belonging unto the said Grantee, his/her heirs and assigns forever.

And said Grantor does hereby covenant with said Grantee, that Grantor 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 except the 2006 real property taxes which are to be prorated between the parties and which Grantee assumes and agrees to pay, and that Grantor 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 Grantor hereunder sets his/her hand and seal the day and year first above written.

Fred D. Strouth, Jr.

Susan L. Strouth

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Fred D. Strouth, Jr. and wife, Susan L. Strouth the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 24th day of January, 2006.

Notary

My Commission Expires: 12/31/2006

BRIAN E. DAVIS
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $169,900.00.

Affiant

Sworn to and subscribed before me, this 24th day of January, 2006.

Notary Public

My Commission Expires: 12/31/2006

BRIAN E. DAVIS
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY