This Instrument Prepared By:
BROKERS ESCROW SERVICES, INC.
211 Donelson Pike, Suite 2, P. O. BOX 140255
Nashville, Tennessee 37214

Recording Information:

Davidson County DEEDWARR
Recvd: 02/09/06 14:19 2 pgs
Fees:13.00 Taxes:587.93
20060209-0016309

ADDRESS NEW OWNER:
Jack I. Rosen
203 Cameron Court
Hermitage, Tennessee 37076

SEND TAX BILL TO:
Mortgagee

MORTGAGEE:
CitiMortgage, Inc.
1000 Technology Dr.
O'Fallon, MO 63368-2240

MAP **64-11**
GROUP **A**
PARCEL **10**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named "GRANTEES", and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **David Smith and wife, Billie J. Smith** hereinafter called the "GRANTORS", have bargained and sold, and by these presents, do transfer and convey unto **Jack I. Rosen and wife, Bethany Rosen**, hereinafter called the "GRANTEES", their successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, being Lot No. 10 on the Plan of Caleb Chase, a Planned Unit Development, as of record in Plat Book 6250, page 821 and 822, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.

Being the same property conveyed to David Smith and wife, Billie J. Smith by deed from Aileena Evans Love, unmarried dated March 24, 1998, of record in Book 10856, page 457, Register's Office for Davidson County, Tennessee.

Taxes for the current year have been settled between the parties. Said property is transferred subject to the following matters:

1. Taxes resulting from supplemental, revised or corrected assessments under T.C.A., section 67-5-603, et. seq.
2. Subject to all applicable zoning and planning restrictions, and all health department rules and regulations that may affect the premises.
3. By-Laws contained in an instrument of record in Book 7189, page 581, said Register's Office, and to which instrument reference is here made for the complete and exact terms, details and requirements thereof.
4. Subject to all covenants, subdivision restrictions, easement and other matter of record in Plat Book 6250, page 821, said Register's Office.
5. Subject to all of those facts, conditions and limitations shown on the Plat of record in Plat Book 6250, page 821, Register's Office for Davidson County, Tennessee.
6. Subject to any Homeowner Association dues and/or fees, of record in Register's Office for said County.
7. Subject to restrictive covenants contained in an instrument of record in Book 6777, page 453, Book 6783, page 805; Book 6927, page, 370; Book7189, page 553; Book 8109, page 791, said Register's Office, and to which instrument reference is here made for the complete and exact terms, details and requirements thereof.
11. Subject to a Quitclaim Deed to the Homeowners Association of record in Book 7242, page 554 Register's Office for Davidson County, Tennessee.

This is improved property known as 203 Cameron Court, Hermitage, Tennessee 37076.

GRANTOR makes no representation or warranty, express or implied, as to the exact amount of acreage or square footage in the property, or as to the ownership of the minerals located on, under or within the property. Grantor makes no representations or warranties, express or implied, with respect to the condition of the property conveyed hereby, including improvements located thereon,

including, without limitation, the habitability, condition or fitness thereof for any particular use or purpose. Grantee agrees that the property conveyed hereby, including improvements located thereon, is conveyed by Grantor and accepted by Grantee in an "as is, where is" and "with all faults" condition.

THIS conveyance is made expressly subject to all covenants, conditions, restrictions, and reservations contained in former deeds and other instruments of record applicable to said property, insofar as same are presently binding thereon, and to any easements apparent from an inspection of said 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 "GRANTEES", their successors and assigns, forever, and,

GRANTORS do covenant with the said "GRANTEES" that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and warrants that the same is unencumbered, unless otherwise herein set out; and,

"GRANTORS", do further covenant and bind themselves, their heirs and assigns, to warrant and forever defend the title to the said land to the said "GRANTEES", and their successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS our hands this the 9th day of February, 2006.

David L. Smith

David Smith

Billie J. Smith

Billie J. Smith

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, **David Smith and wife, Billie J. Smith**, the 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 Warranty Deed for the purposes therein contained.

WITNESS my hand and official seal at office this 9th day of February, 2006.

NOTARY PUBLIC

REBECCA R. WAYNICK NOTARY PUBLIC AT LARGE WILSON COUNTY My Commission Expires 03/03/2007

My Commission Expires:

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $158,900.00.

AFFIANT

Subscribed and sworn to before me on this 9th day of February, 2006.

NOTARY PUBLIC
My Commission Expires:

REBECCA R. WAYNICK NOTARY PUBLIC AT LARGE WILSON COUNTY My Commission Expires 03/03/2007