Davidson County DEEDWARR
Recvd: 03/01/06 13:46 3 pgs
Fees:18.00 Taxes:736.30
20060301-0023655

This instrument prepared by: Fearnley & Califf, PLLC
565 Marriott Drive - Ste 850
Nashville, TN 37214

# WARRANTY DEED

THIS INDENTURE made and entered into this14th day of February, 2006, by and between Michael L. Murray and Royce Murray, joint tenants, party of the first part, and Jon Paterson and Jana Young, , party of the second part.

WITNESS: That for and in consideration of ten and no/100 Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, said party of the first part has bargained and sold and does hereby bargain, sell, convey, and confirm unto said party of the second part the following described real estate, situated and being in the County of Davidson, State of Tennessee, to wit:

Described property located in the City of Nashville, in Davidson County, Tennessee, to wit:

Lot 176, Boone Trace at Biltmore, Section Three, filed in Plat Book 9700, Page 758 in the Register's Office of Davidson County, Tennessee (erroneously referred to as Page 759 in Trust Deed of record at Instrument No. 20020205-0015455).

Being all or part of the same property conveyed to Michael L. Murray by virtue of that certain Cash Deed dated October 14, 2005, at Instrument No. 20051024-0128315, being re-recorded in Instrument No. 20051205-0145763 in the Register's Office of Sumner County, Tennessee.

or:

TO HAVE AND TO HOLD the aforesaid real estate, together with all of the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, their heirs, successors, and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that same is unencumbered, except for the following:

- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- Rights or claims of parties in possession not shown by the public records.
- Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
- Any discrepancies, conflicts, encroachments, servitudes, shortages in area and boundaries or other facts which a correct survey would show.
- The lien of the following general and special taxes for the year or years specified and subsequent years: 2006 County taxes not yet due and payable.
- Taxes and/or assessments levied or assessed against the subject property pursuant to the provisions of TCA 67-5-603, which have not been assessed and are not payable, as of the date of this commitment/policy.
- Subdivision Restrictions, Building Lines and Easements of record in Plat Book 9700, Page 758-759, in the Register's Office of Shelby County, Tennessee.
- Deed Restrictions recorded at Book 9342, Page 312, Book 9735, Page 931, Book 10032, Page 813 & 817, Book 11455, Page 443, Instrument No. 20010717-0075902, in the said Register's Office.
- Charter recorded at Book 9607, Page 534, in the said Register's Office.
- Easements of record at Instrument No. 20040204-0013636, as recorded in the said Register's Office.

11. Open Space Common Area of record in Instrument No. 20011119-0126831, in the said Register's Office.

- Deed of Trust recorded at Instrument NO. 20051024-0128316, in the said Register's Office of Shelby County, Tennessee.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

NOTE: Notwithstanding any provision to the contrary herein, this Commitment shall cease and terminated one year after the effective date hereof.

and that title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part the day and year first above written.

Michael L. Murray

Royce Murray

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me a Notary Public in and for said State and County, duly commissioned and qualified, Michael L. Murray, with whom I am personally acquainted, or proved to me to be on the basis of satisfactory proof, and who acknowledged that he/she/they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office this 14th day of February, 2006.

Notary Public

My Commission Expires: _____

MARTHA A. HAEGELIN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN. My Commission Expires NOV. 24, 2007

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me a Notary Public in and for said State and County, duly commissioned and qualified, Royce Murray, with whom I am personally acquainted, or proved to me to be on the basis of satisfactory proof, and who acknowledged that he/she/they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office this 14th day of February, 2006.

Notary Public

My Commission Expires: _____

MARHTA A. HAEGELIN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN. My Commission Expires NOV. 24, 2007

Property Owner & Address: Jon Paterson and Jana Young

Tax Parcel No: 126-15-0 A 015.00 CO

Property Address: 8184 Settlers Way
Nashville, TN 37221

MAIL TAX
BILLS TO: 8184 Settlers Way
Nashville TN 37221

Firm File #: 20060204

STATE OF TENNESSEE
COUNTY OF SHELBY

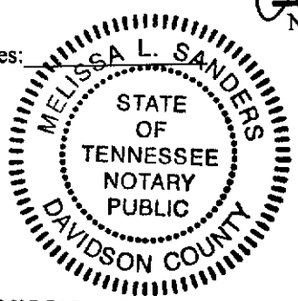
I, or we, hereby swear or affirm that to the best of Affiant's knowledge, information and belief the actual consideration for this transfer of value of the property transferred, whichever is greater is $199,000.00 which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

AFFIANT

SUBSCRIBED AND SWORN TO before me this 15th day of February, 2006.

Notary Public

My Commission Expires:




MY COMMISSION EXPIRES JULY 19, 2008