THIS INSTRUMENT PREPARED BY: **Mudter Morgan & Patterson** **Attorneys-at-Law** **2000 Richard Jones Road** **Suite 110** **Nashville, Tennessee 37215** **FTEC File No. 25105-02-2006** **Record & Return To:** **First Title and Escrow Company, Inc.** **2000 Richard Jones Road, Suite 110** **Nashville, TN 37215** File Box 9B	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $230,000.00. Affiant Subscribed and sworn to before me this 28th day of February, 2006. Notary Public My Commission Expires: SHANNON PHILBIN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN My Commission Expires JULY 21, 2007

WARRANTY DEED

Address New Owner:	**Send Tax Bills To:**	**Tax Information:**
Larry Dwain Mullins Successor Trustee 3340 Hillsboro Pike 320 Seven Springs Way Nashville, TN 37215 Suite 120 Brentwood, TN 37027	SAME	Map No.117.07-0H Parcel No. 017.00-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, **Robert W. Smith and wife, Deanna D. Smith, f/k/a Deanna F. Dill**, ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Larry Dwain Mullins, Successor Trustee of The Mollie Anne Dingler 1994 Vested Trust dated November 23, 1994,** ("Grantee"), its successors, heirs and assigns, all that tract or parcel of land in Davidson County, Tennessee, more particularly described on Exhibit "A" hereto.

This is improved property located at 3340 Hillsboro Pike, Nashville, TN 37215

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 28th day of February, 2006.

Robert W. Smith

Deanna D. Smith

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, **Robert W. Smith and Deanna D. Smith**, 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, at office, this 28th day of February, 2006.

Notary Public

My Commission Expires:

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires SEPT. 22, 2007

Davidson County DEEDWARR
Recvd: 03/02/06 09:26 2 pgs
Fees:13.00 Taxes:851.00

20060302-0024058

EXHIBIT "A"

Land in Davidson County, Tennessee, being Unit No. 3340 on the Plan of Roderick Square, of record in Plat Book 6250, page 928, Register's Office for said County, to which plan reference is made for a more complete description, together with the appurtenant interest in the common elements of Roderick Square, a horizontal property regime established by Master Deed and Bylawss of record in Book 6867, page 385, said Register's Office.

Being the same property conveyed to Deanna F. Dill by Warranty Deed dated, April 10, 1996 from Raymond L. Simons and wife, Carolyn K. Simons of record in Book 10011, page 356, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. 2006 City/County taxes which have been prorated by the parties and assumed by the Grantee.
2. Covenants, Conditions, Restrictions and Agreements, including the agreement to pay assessments for the maintenance of common areas, contained in the Master Deed (and By-Laws) for Roderick Square, of record in Book 6867, page 385, Register's Office for Davidson County, Tennessee.
3. Terms and limitations imposed by Tennessee Horizontal Property Act, T.C.A. § 66-27-101, et seq.
4. All matters appearing on the Plan of record as Book 6250, page 928, Register's Office for Davidson County, Tennessee.
5. Storm water detention agreement of record in 6601, page 519, Register's Office for Davidson County, Tennessee.