This Instrument Prepared By:
Title Enterprises, LLC
320 Seven Springs Way
Suite 150, Seven Springs I
Brentwood, Tennessee 37027
6060206

Davidson County DEEDWARR
Recvd: 04/07/06 10:13 2 pgs
Fees:13.00 Taxes:499.50
20060407-0040255

Send Tax Bills To:
SAME

New Owner is:
Richard A. Smith & Jessie L. Smith
2027 Waterford Dr.
Old Hickory, TN 37138

MAP: 53-06-0-B
PARCEL: 109.00CO

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **Lloyd Cunningham and spouse, Elsie Cunningham**, hereinafter referred to as Grantor, has bargained and sold, and by these presents do transfer and convey unto the said **Richard A. Smith and wife, Jessie L. Smith**, hereinafter referred to as Grantee, its heirs and assigns, certain tracts or parcels of land in **Davidson** County, State of Tennessee, more particularly described as follows, to-wit:

A certain tract or parcel of located in Davidson County, Tennessee, described as follows to-wit:

LAND in Davidson County, Tennessee, being Lot No. 34 on the Plan of Waterford Subdivision, Phase 5B, of record in Plat Book 7900, pages 838 and 839, said Register's Office.

Said Lot No. 34 fronts 56.53 feet on the easterly margin of Waterford Drive and extends back 117.60 feet on the northerly line and 134.61 feet on the southerly line to a dead line in the rear, measuring 78.79 feet thereon.

Being the same property conveyed to Lloyd Cunningham and spouse, Elsie Cunningham from Melinda M. Tompkins, unmarried by Warranty Deed dated October 28, 1998 and recorded November 02, 1998 in Book 11181, page 621, Register's Office for Davidson County.

This conveyance is subject to Restrictions of record in Book 9530, page 185; Book 9530, page 189; Book 8699, page 462; Book 8694, page 216; Book 7463,page 294; and all matters of record on plat in Plat Book 7900, page 838-839, Register's Office for Davidson County.

This conveyance is made subject to any and all zoning regulations, building restrictions, setback lines, if any, easements and rights for public utilities applicable to this property. Taxes for the current year have been prorated and are assumed by the Grantee(s) herein.

LC LWC
Sellers Ints.

TO HAVE AND TO HOLD the said tracts or parcels of land with the appurtenances, estate, title and interest thereto belonging to the said Grantee, their heirs and assigns, forever.

The Grantor does covenant with the said Grantee that the Grantor is lawfully seized and possessed of said tracts and parcels of land in fee simple, and have a good right to convey same and

that same is unencumbered, except for the taxes for the current year and which have been prorated and assumed by the Grantee.

The Grantor does further covenant and bind themselves and their heirs and representatives to warrant and forever defend the title to the said tracts or parcels of land to the said Grantee, their heirs and assigns against the lawful claims of all persons whomsoever.

WITNESS our hands this 31 day of March, 2006.

GRANTOR:

Lloyd Cunningham

Lloyd Cunningham

Elsie Cunningham

Elsie Cunningham

ACKNOWLEDGEMENT

STATE OF TENNESSEE)
COUNTY OF Williamson)

Before me, the undersigned a Notary Public within and for the State and County aforesaid, personally appeared **Lloyd Cunningham and spouse, Elsie Cunningham**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal on this the 31 day of March, 2006.

BY THE BOND SANDERS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Notary Public

My Commission Expires: 11/25/06

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $135,000.00.

Affiant

SWORN TO and subscribed before me this 31st day of March, 2006

NOTARY PUBLIC
My commission expires: 5/30/07