Box 5

PREPARED BY and **RETURN** TO:
Terrance D. Smith

194 Wesley Reed Dr. Suite A#201
Atoka, TN 38004

Tax Exempt Transfer per T.C.A. 67-4-409

Davidson County DEEDWARR
Recvd: 04/13/06 14:46 5 pgs
Fees:27.00 Taxes:0.00

20060413-0042759

WARRANTY DEED TO TRUSTEE UNDER THE
3101 Penn Meade Way Revocable Living Land Trust

THIS WARRANTY DEED made this 28th day of March, 2006, by Terrance D. Smith, unmarried, hereinafter called "Grantor", April Hadley as Trustee under that certain land trust dated the 28th day of March, 2006, and referred to as the 3101 Penn Meade Way Revocable Living Land Trust, (hereinafter referred to as "Trustee") with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of the property hereinafter described and whose Post Office address is: 194 Wesley Reed Dr. Suite A#201, Atoka, TN 38004

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Trustee, all that certain land situate in Davidson County, State of Tennessee, to- wit:

BOOK NUMBER 20040223, PAGE NUMBER 0020241

Also known as: 3101 Penn Meade Way, Nashville, TN 37214

This conveyance is subject to:

1. Taxes and Assessments for the year 2006, and subsequent years.
2. Zoning and other governmental regulations.

TO HAVE AND TO HOLD the above described real estate in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the 3101 Penn Meade Way Revocable Living Land Trust, dated the 28th day of March, 2006 (Trust Agreement).

Full power and authority is hereby granted to said Trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said property or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or

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modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or in any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to submit said property or any part thereof to condominium, to place restrictions on the property or any part thereof, to grant easements or charges of any kind, to release, conveyor assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof and to deal with said property and every part thereof in all other ways, and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or Declaration of Trust or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable;
and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of its delivery the trust created by this Indenture and by the Trust Agreement and Declaration of Trust was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in the Trust Agreement and Declaration of Trust and is binding upon all beneficiaries under those instruments, (c) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. If there are co-trustees, it is specifically understood that the signature of only one of the Co-Trustees shall be required to accomplish the foregoing.

Any contract, obligation or indebtedness incurred or entered into by Trustee in connection with said property shall be as Trustee of an express trust and not individually and the Trustees shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only as far as the trust property and funds in the actual possession of Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of said Trustee, are nevertheless made and intended not as persona representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the trustee individually on account of any instrument executed by or on account of any representation warranty, covenant, undertaking or agreement of the said Trustee, either expressed or implied, all such personal

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liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each beneficiary under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

In the event of the death of the Trustee, the successor trustee under the trust agreement referred to above shall be Nolan Guy, and upon a recording in the public records of Davidson County, State of Tennessee, of a death certificate of the Trustee or of any successor trustee, title to the land described herein shall be deemed to be held by the successor trustee and to pass to the successor trustee without the requirement of recording any further or additional documents.

The Trustee shall have no personal liability whatsoever for action as trustee under the trust agreement referred to above or by virtue of taking title to the land described above and the sole liability of Trustee hereunder shall be limited to the property which the Trustee holds under the trust agreement referred to above.

And the Grantor by this Deed fully warrants the title to the above-described real estate and will defend the title against the lawful claims of all persons whomsoever. "Grantor", "Grantee", "Trustee", and "Beneficiary" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the Grantor aforesaid has set its hand and seal this 28th day of March, 2006.

Witnesses to both parties:

Signature

Printed Name: MAURICE JOHNSON

Signature

Printed Name: BobGoodall

STATE OF TN

COUNTY OF DAVIDSON

Signature (Seal)
Grantor

Printed Name: Terrance D. Smith (Seal)

Signature
Grantor

Printed Name: Dorothy F. Goodall

Embossed Hereon Is My
Sumner County, Tennessee Notary Public
My Commission Expires April 7, 2009
DOROTHY F. GOODALL

DOROTHY F. GOODALL
Notary Public
At Large
SUMNER COUNTY, TENN.

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I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, Terrance D. Smith personally appeared, who [✓] is personally known to me OR [ ] has produced TN Driver's License as identification and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of MARCH, 2006.

Dorothy F. Goodall
NOTARY PUBLIC

My commission expires: Embossed Hereon is My Sumner County, Tennessee Notary Public Seal My Commission Expires April 7, 2009 DOROTHY F. GOODALL

Name and address of Property Owner
3101 Penn Meade Way Revocable Living Land Trust, April Hadley as Trustee
194 Wesley Reed Dr. Suite A#201
Atoka, TN 38004

Property Address:
3101 Penn Meade Way, Nashville, TN 37214

Person Responsible for Taxes:
Same as Owner

Parcel ID: 19-052.13-0B-249.00-CO

AFFIDAVIT OF VALUE

STATE OF Tennessee
COUNTY OF Davidson

I hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater is $ 125000 which amount is equal to, or greater than, the amount which the property, or interest in the property transferred, would command at a fair and voluntary sale.

Affiant as Trustee

Sworn to and subscribed before me, a Notary Public, this 28th day of March, 2006.

Dorothy F. Goodall
Notary Public

My commission expires: Embossed Hereon is My Sumner County, Tennessee Notary Public Seal My Commission Expires April 7, 2009 DOROTHY F. GOODALL

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS
$ 125,000
AFFIANT
SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 28 DAY OF APRIL 20 06
Deputy Register

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WARRANTY DEED

STATE OF TENNESSEE
County of Davidson
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER
IS GREATER, FOR THIS TRANSFER IS $ 118,969.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28 **May, 2004**

Notary Public

My Commission Expires: 11-22-05

(AFFIX SEAL)

Davidson County DEEDWARR
Recvd: 06/03/04 09:07 2pgs
Fees:13.00 Taxes:440.19
20040603-0065001

THIS INSTRUMENT WAS PREPARED BY
SETTLEMENT SERVICES OF TENNESSEE, LLC, 121 FIRST AVENUE, SOUTH, SUITE 210
FRANKLIN, TENNESSEE 37064 (615) 591-1156

Address of New Owners as Follows:
Terrance D. SMITH
3101 Penn Meade Way
Nashville, TN 37214

Send Tax Bills To:
Access National Mortgage
1800 Robert Fulton Drive
Reston, VA 20191

Map Parcel No.
52-13-0-B-250.00

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good valuable consideration, the receipt of which is hereby acknowledged, We, **NVR, Inc., a Virginia Corporation T/A Fox Ridge Homes**, hereinafter called Grantor have bargained and sold, and by these presents do transfer and convey unto **Terrance D. SMITH, unmarried**, hereinafter called Grantees, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit.

Being Lot 14, on the Plan of River Glen, Phase 5, Section 2, as of record in Instrument Number20031006-0147480, Register's Office of Davidson County, to which Plan reference is hereby made for a more complete and accurate legal description.

Being a part of the same property conveyed to NVR, Inc. a Virginia Corporation t/a Fox Ridge Homes by deed from Julius Doochin of record in Instrument No. 20020117-0007072, Register's Office for Davidson County, Tennessee, dated January 11, 2002.

This conveyance is made subject to:

a. Taxes and assessments for the year 2004, and subsequent years, which are a lien and not yet due and payable.

b. All matters of record in Instrument No. 20011207-0135041, Register's Office for Davidson County, Tennessee.

c. Restrictive covenants contained in Instrument No. 20020425-0051349, Register's Office for Davidson County, Tennessee.

d. Charter of River Glen Homeowners Association of record in Book 8069, page 158 and Instrument No. 20020425-0051348, Register's Office for Davidson County, Tennessee.

e. Easement for Water and Sewer of record in Book 7061, page 196, Register's Office for Davidson County, Tennessee.

f. Subject to all matters on the plan of record in Book 6900, pages 650 and 651, in Book 6900, page 671, Register's Office for Davidson County, Tennessee.

g. Stormwater Detention Agreement of record in Instrument No. 20010816-0088874, Register's Office for Davidson County, Tennessee.

h. Easement of record in Book 7296, page 484, Book 10030, page 731, Book 3961, page 681, Register's Office for Davidson County, Tennessee.

i. Rights of others in and to the common areas and/or elements of River Glen.

j. Lien for special assessments as contained in the recorded restrictions.

k. Subject to all matters on the Plan of River Glen Open Space One, Part of a Planned Unit Development, of record as Instrument Number 20030319-0036614.

l. Plan of Record in Instrument No. 20031006-0147480, said Register's Office.

All existing and recorded easements, rights of way and restrictions, all zoning regulations, building restrictions and setback lines, if any, and easements or right of ways for public utilities.

unimproved: ( )
This is improved: (X) property, known as: **3101 Penn Meade Way, Nashville, TN 37214**