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: 05/19/06 11:17 2 pgs
Fees:13.00 Taxes:183.15
20060519-0059087

ADDRESS NEW OWNER:
Josh M. Weston
4245 Nepal Drive
Hermitage, Tennessee 37076

SEND TAX BILL TO:
Owner

MAP **075-060**
GROUP **0A**
PARCEL **65.00**

MORTGAGEE:
Bank of the South
551 North Mt. Juliet Rd., P.O. Box 1002
Mt. Juliet, TN 37121

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named "GRANTEE", and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Maxine Vandevort- Toy, married** hereinafter called the "GRANTOR", has bargained and sold, and by these presents, does transfer and convey unto **Josh M. Weston, unmarried**, hereinafter called the "GRANTEE", his heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Being Unit A of Lot 33 of Phase 4 of Hermitage Villa Condominiums, as shown by the Master Deed and By-Laws of Hermitage Villa Condominiums, of record in Book 6628, page 595, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description of said unit together with an undivided interest in the common elements for Hermitage Villa Condominiums, appurtenant to said Unit as in the said Master Deed and By-Laws for Hermitage Villa Condominiums.

Being the same property conveyed to Maxine Vandevort- Toy, married by deed from Jerry L. Batson and wife, Linda Batson dated January 7, 2005, of record in Instrument no. 20050113-0005100, 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:

Subject to all applicable zoning and planning restrictions, and all health department rules and regulations that may affect the premises.
Master Deed, By Laws, Declaration of Covenants, Conditions and Restrictions contained in an instrument of record in Book 6623, page 595, Book 6628, page 595; Book 3924, page 24; Book 3460, page 583; Book 3952, page 881 said Register's Office, and to which instrument reference is here made for the complete and exact terms, details and requirements thereof.
Subject to all covenants, subdivision restrictions, easement and other matter of record in Plat Book 6628, page 595, said Register's Office.
Subject to all of those facts, conditions and limitations shown on the Plat of record in Book 6628, page 595, Register's Office for Davidson County, Tennessee. Reference is here made to said Plat for a more complete depiction of the terms and details thereupon.
Subject to Homeowner Association dues and/or fees, of record in Registers Office for said County.

Property was not used by Grantor as marital property.

This is improved property known as 4245 Nepal Drive, 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 "GRANTEE", his heirs and assigns, forever, and,

GRANTOR does covenants with the said "GRANTEE" that she is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and warrants that the same is unencumbered, unless otherwise herein set out; and,

"GRANTOR", does further covenant and bind herself, her heirs and assigns, to warrant and forever defend the title to the said land to the said "GRANTEE", and his heirs 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 18th day of May, 2006.

Maxine Vandevort - Toy

Maxine Vandevort- Toy

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, **Maxine Vandevort- Toy, married**, the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within Warranty Deed for the purposes therein contained.

WITNESS my hand and official seal at office this 18th day of May, 2006.

NOTARY PUBLIC
My Commission Expires:

REBECCA R. WAYNICK NOTARY PUBLIC AT LARGE WILSON COUNTY My Commission Expires 09/08/2007

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $49,500.00.

AFFIANT

Subscribed and sworn to before me on this 18th day of May, 2006.

NOTARY PUBLIC
My Commission Expires:

REBECCA R. WAYNICK NOTARY PUBLIC AT LARGE WILSON COUNTY My Commission Expires 09/08/2007