B6X8

PREPARED BY (AND RETURN TO):

WILKINS & IVEY
Attorneys At Law

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5200 Maryland Way
Brentwood, TN 37027
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Davidson County DEEDWARR
Recvd: 06/08/06 11:49 3 pgs
Fees:18.00 Taxes:1221.00
20060608-0068134

W & I Ref: Title No: 47878

Dav. Co. File: Box 8

ADDRESS NEW OWNER:	**RESPONSIBLE FOR TAX PAYMENT:**
John A. Schoenhard Anne R. Newman 35 Ashington Lane Brentwood, Tennessee 37027	SunTrust Mortgage, Inc. 201 Fourth Ave. N/7th Floor Nashville, Tennessee 37219

TAX MAP-PARCEL NUMBERS: 160110A10800CO

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$330,000.00 ,** cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **David P. Ohmstede, married**, hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto John A. Schoenhard and spouse, Anne R. Newman hereinafter called the **Grantee**, Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

Land in Davidson County, Tennessee, being Lot No. 108 on the Plan of Hemmingwood, Phases I, II, III and IV of record in Book 6900, pages 6, 7 and 8, Register's Office for said County.

Said Lot No. 108 fronts 52.00 feet on the southerly margin of Ashington Lane (private) and extends back between parallel lines 140 feet to a dead line in the rear.

Being the same property conveyed to David P. Ohmstede by deed from Joyce A. Norris of record in Doc. No. 20030205-0016239, Register's Office for Davidson County, Tennessee.

Catherine S. Ohmstede spouse of David P. Ohmstede joins in this conveyance for the sole purpose of conveying any and all marital rights in subject property.

Description Reference: Described according to (or by reference to) the recorded subdivision Plan.

This conveyance is subject to: Taxes for 2006, and subsequent years; The Plan, with Owner's Certificate, of record in Plat Book 6900, page 6, 7 and 8, said Register's Office, which Plan shows 20 foot minimum building set back line from Ashington Lane together with a designated building site and a 10 foot easement for public utility and drainage purposes along the northerly front line(s) of said lot. And a 5 foot drainage easement located on the rear line of said lot and a 5 foot easement for possible widening of Ashington Lane along the northerly front line of said lot; The Declaration of Covenants, Conditions and Restrictions of record in Book 6730, page 329, Book 6925, page 268, Book 6948, page 268, Book 7474, page 205, Book 6892, page 540, Book 7269, page 387, Book 7474, page 205, which sets forth assessments, liens and other matters, to which Declaration reference is hereby made for more particulars.

This instrument is executed on behalf of Catherine S. Ohmstede by David P. Ohmstede as Attorney in Fact pursuant to a Power of Attorney being recorded simultaneously herewith. The affidavit of said Attorney in Fact is attached as "Exhibit A' to this instrument and incorporated herein by reference. 20060608006813 2

This is improved property, known as: 35 Ashington Lane, Brentwood, Tennessee 37027

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, Grantee's heirs or assigns, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seised and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out.

GRANTOR FURTHER COVENANTS and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS THE EXECUTION HEREOF this 6th day of June, 2006 .

David P. Ohmstede

Catherine S. Ohmstede By: David P. Ohmstede Atty-in-Fact

Catherine S. Ohmstede By: David P. Ohmstede, Atty-in-Fact

State of TENNESSEE

County of WILLIAMSON

On this 6th day of June, 2006 , before me the undersigned authority, personally appeared David P. Ohmstede , to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged the execution as a free act and deed.

My Commission Expires: _____

CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires JULY 21, 2007

Notary

State of TENNESSEE

County of WILLIAMSON

AFFIDAVIT

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is: $330,000.00

Affiant

Sworn and subscribed before me this 6th day of June, 2006

My Commission Expires: _____

CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

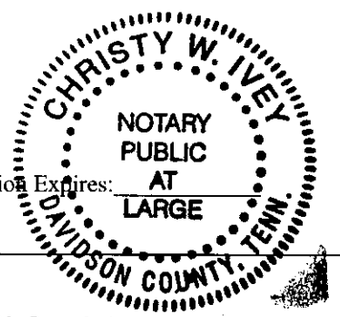
My Commission Expires JULY 21, 2007

Notary Public

State of Tennessee
County of Williamson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named , **David P. Ohmstede** with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument on behalf of **Catherine S. Ohmstede** , as Attorney-in-Fact, as the free act and deed of the said Principal(s).

Witness my hand and official seal at Nashville, Tennessee, this 6th day of June, 2006



Notary Public

My Commission Expires:

My Commission Expires JULY 21, 2007

EXHIBIT "A"
To
Warranty Deed

FROM: David P. Ohmstede and Catherine S. Ohmstede

TO: John A. Schoenhard and spouse, Anne R. Newman

State of Tennessee
County of Williamson

AFFIDAVIT

The undersigned Affiant, being first duly sworn, deposes and says as follows:

1. That the document to which this affidavit is exhibited is executed by the undersigned as attorney-in-fact for the principal(s) thereon shown.

2. That this execution is proper and within the scope of the power-of-attorney referenced in the instrument.

3. Pursuant to the provisions of *Tennessee Code Annotated,* Section 34-6-105(c), of the Uniform Durable Power of Attorney Act, the undersigned Affiant certifies that at the time of execution of said document the Affiant had no knowledge or notice of the termination of the power-of-attorney, either by revocation or by a principal's death, disability, or incapacity.

Further the Affiant Saith not.

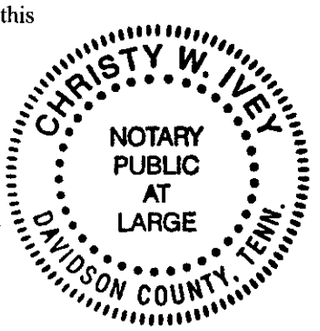
David P. Ohmstede, Affiant

Sworn to and subscribed before me this

6th day of June, 2006

Notary Public

My Commission Expires:



My Commission Expires JULY 21, 2007