Davidson County DEEDWARR
Recvd: 08/17/06 13:00 11 pg
Fees:58.00 Taxes:49.95
20060817-0101657

Prepared by:
L. Glenn Worley
Cameron Worley Fordham, P. C.
414 Union Street, Suite 1830
Nashville, TN 37219

Address of New Owner:	**Send Tax Bills To:**	**Map-Parcel Numbers:**
Peggy Pond P.O. Box 150 Crossville, TN 38557	Same	Map 173-1 Parcel 285

SPECIAL WARRANTY DEED

THE STATE OF TENNESSEE §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DAVIDSON §

Ahval Edward Turner, Jr., Jacquelyn Marie Turner Harrell, Cheryl Lynn Turner Fewell and Melanie Ann Turner Weller (n/k/a Melanie Ann Turner Burress), devisees under the Last Will and Testament of Myrtle Louise Massa Turner Ezell, deceased, (hereinafter referred to as the "Grantors"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid by Peggy Pond (hereinafter referred to as the "Grantee"), whose address is P.O. Box 150, Crossville, Tennessee 38557, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto Grantee that certain tract of land (the "Land") situated in Davidson County, Tennessee, and described on Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes; together with all of Grantors' right, title and interest in and to the rights and appurtenances pertaining solely to such Land, including any right, title and interest of Grantors in and to the centerline of adjacent roads, streets, alleys or rights-of-way to the extent (but only to the extent) that the same relate to the Land, but specifically excluding from the interests conveyed to Grantee hereunder, Grantors' rights, title and interests in and to such rights and appurtenances to the extent they relate to other properties adjacent to, contiguous with or in close proximity to the Land (all of such Land, rights and appurtenances being hereinafter collectively referred to as the "Property").

This conveyance and warranties herein contained is made subject, however, to the matters set forth on Exhibit "B" attached hereto and incorporated herein by this reference for all purposes.

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's successors and assigns forever, and Grantor does hereby bind Grantors, and Grantors' successors and assigns, to warrant and forever defend, all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, and subject, however, as aforesaid.

The real property that is the subject of this Special Warranty Deed is being transferred to Grantee by Grantors to settle a claim of Grantee against Grantors and the estate of Myrtle Louise Massa Turner Ezell, which claim the Grantors and Grantee agree does not exceed $13,500. Grantors and Grantee agree that the value of the real property transferred hereby does not exceed $13,500, and Grantors' liability under this Special Warranty Deed shall in no event exceed $13,500.

IT IS UNDERSTOOD AND AGREED THAT GRANTORS ARE NOT MAKING ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, NO WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN GRANTORS' SPECIAL WARRANTY OF TITLE SET FORTH HEREIN), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. GRANTEE AGREES THAT WITH RESPECT TO THE PROPERTY, GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTORS. GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND IS RELYING UPON SAME, AND HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE AGREES THAT SHE HAS TAKEN WHATEVER ACTION AND PERFORM WHATEVER INVESTIGATIONS AND STUDIES GRANTEE HAS DEEMED NECESSARY TO SATISFY HERSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OF, OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO, ANY HAZARDOUS AND/OR TOXIC SUBSTANCES ON OR DISCHARGED TO OR FROM THE PROPERTY. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTORS ARE SELLING AND CONVEYING TO GRANTEE AND GRANTEE IS ACCEPTING THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTORS OR ANY THIRD PARTY.

EXECUTED this 19th day of July, 2006.

GRANTORS:

Ahval Edward Turner, Jr.

Ahval Edward Turner, Jr.

Jacquelyn Marie Turner Harrell

Cheryl Lynn Turner Fewell

Melanie Ann Turner Weller (n/k/a
Melanie Ann Turner Burress)

STATE OF CALIFORNIA)
COUNTY OF Santa Clara

Personally appeared before me, LIEN T. H. MAI, a Notary Public of said county, **Ahval Edward Turner, Jr.**, the within bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 14 day of July, 2006.

Lien T. H. Mai
Notary Public

My Commission Expires: 12 - 22 - 2007

LIEN T. H. MAI
COMM. #1457597
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
MY COMM. EXPIRES DEC. 22, 2007

EXECUTED this _____ day of _____, 2006.

GRANTORS:

_____
Ahval Edward Turner, Jr.

Jacquelyn Marie Turner Harrell

_____
Cheryl Lynn Turner Fewell

_____
Melanie Ann Turner Weller (n/k/a
Melanie Ann Turner Burress)

STATE OF CALIFORNIA)
COUNTY OF _____)

Personally appeared before me, _____, a Notary Public of said county, **Ahval Edward Turner, Jr.**, the within bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this ____ day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

EXECUTED this _____ day of _____, 2006.

GRANTORS:

_____
Ahval Edward Turner, Jr.

_____
Jacquelyn Marie Turner Harrell

Cheryl Lynn Turner Fewell
Cheryl Lynn Turner Fewell

_____
Melanie Ann Turner Weller (n/k/a
Melanie Ann Turner Burress)

STATE OF CALIFORNIA)
COUNTY OF _____)

Personally appeared before me, _____, a Notary Public of said county, **Ahval Edward Turner, Jr.**, the within bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this ____ day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

EXECUTED this _____ day of _____, 2006.

GRANTORS:

_____
Ahval Edward Turner, Jr.

_____
Jacquelyn Marie Turner Harrell

_____
Cheryl Lynn Turner Fewell

Melanie Ann Turner Burress
Melanie Ann Turner Weller (n/k/a
Melanie Ann Turner Burress)

STATE OF CALIFORNIA)
COUNTY OF _____)

Personally appeared before me, _____, a Notary Public of said county, **Ahval Edward Turner, Jr.**, the within bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this ____ day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF TENNESSEE)
COUNTY OF _____)

Personally appeared before me, _____, a Notary Public of said county, **Cheryl Lynn Turner Fewell**, the within bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this ____ day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF TEXAS)
COUNTY OF TARRANT)

Personally appeared before me, KATHLEEN M. READE, a Notary Public of said county, **Jacquelyn Marie Turner Harrell**, the within bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 14th day of July, 2006.

Kathleen M. Reade
Notary Public

My Commission Expires:_____

KATHLEEN M. READE
MY COMMISSION EXPIRES
June 17, 2008

STATE OF TENNESSEE)
COUNTY OF Williamson

Personally appeared before me, Brittany A. Rooker, a Notary Public of said county, **Cheryl Lynn Turner Fewell**, the within bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 19th day of July, 2006.

Brittany A. Rooker
Notary Public

My Commission Expires: March 6, 2010

BRITTANY A. ROOKER
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires March 6, 2010

STATE OF TEXAS)
COUNTY OF _____)

Personally appeared before me, _____, a Notary Public of said county, **Jacquelyn Marie Turner Harrell**, the within bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this ____ day of _____, 2006.

_____
Notary Public

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, Jason Nix, a Notary Public of said county, **Melanie Ann Turner Weller (n/k/a Melanie Ann Turner Burress)**, the within bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 18 day of July, 2006.

Notary Public

My Commission Expires: 3-21-09

JASON NIX
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF Tennessee)
COUNTY OF Davidson)

The actual consideration for this transfer or value of property (whichever is greater) is $13,500.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

Sworn to and subscribed before me
this 17 day of August, 2006.

Notary Public

My Commission Expires: 11/14/2009

JANE CARLENOR
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TN

EXHIBIT "A"
TO SPECIAL WARRANTY DEED

Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of Section 3-A, Dreamland Estates Southeast of record in Plat Book 6050, page 411, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Myrtle L. Ezell by Quitclaim Deed dated June 14, 1996 from Houston T. Ezell of record in Book 10179, page 914, Register's Office for Davidson County, Tennessee. The said Myrtle L. Ezell died testate on March 1, 1998, being predeceased by her husband, Houston T. Ezell, and by the Last Will and Testament of Myrtle Louise Massa Turner Ezell, of record in Will Book 218, page 847, Probate Court Clerk's Office for Davidson County, Tennessee, the subject property was devised to Ahval Edward Turner, Jr., Jacquelyn Marie Turner Harrell, Cheryl Lynn Turner Fewell and Melanie Ann Turner Burress (formerly Weller).

EXHIBIT B
TO SPECIAL WARRANTY DEED

Exceptions

1. Taxes for the year 2006, a lien, not yet due and payable.

2. Subject to all matters shown on the Plan of Section 3-A, Dreamland Estates Southeast of record in Plat Book 6050, page 411, Register's Office for Davidson County, Tennessee.

3. Covenants, Conditions and Restrictions of record in Book 7965, page 754, Register's Office for Davidson County, Tennessee, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.

4. Easement for cut and fill slopes as set out in the right-of-way deed of record in Book 2494, page 119, Register's Office for Davidson County, Tennessee.

5. Rights of the public in and to Jones cemetery located on the subject property, with rights of ingress and egress thereto.

6. Easements of record in Book 5208, page 574 and Book 5643, page 775, said Register's Office.