RETURN TO:

Advantage Title & Escrow
3354 PERIMETER HILL DR
SUITE 142
NASHVILLE, TN 37211
615-777-2011
11900

Davidson County DEEDWARR
Recvd: 08/24/06 14:08 2 pgs
Fees:13.00 Taxes:980.50

20060824-0104694

This instrument prepared by:
TrustLand Title & Escrow, LLC
1720 West End Avenue Suite 400
Nashville, TN 37203
(615) 522-0140

File No.: **06-1365**

WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Buyer, and other good and valuable considerations, the receipt of which is hereby acknowledged **Thomas B. Hamilton and wife, Lady L. Hamilton, ("Seller"),** has bargained and sold, and by these presents does transfer and convey unto **Shelley [redacted] Smith,unmarried, and David [redacted] Freeman, unmarried, together as Joint Tenants with Rights of Survivorship and not as Tenants in Common ("Buyer"),** and Buyer's successors and assigns all of Seller's interest in a certain tracts of land located in **Davidson** County, **Tennessee,** to wit:

Land in Davidson County, Tennessee, being Unit 106, FAIRMONT SQUARE I Condominiums, as established under Master Deed of record in Book 6250, Page 310, in the Register's Office, Davidson County, Tennessee, to which master deed reference is hereby made for a more particular description of said unit.

Being the same property conveyed to Thomas B. Hamilton and wife, Lady L. Hamilton by Warranty Deed from John F. Burlison, Trustee of the JFB Family Trust, recorded on the 4th day of October, 2004 in Instrument No. 20041004-0118926, in the Register's Office of Davidson County, Tennessee.

This conveyance is made subject to (1) all applicable zoning ordinances (2) utility, sewer, drainage and other easements of record, (3) all subdivision/condominium assessments, covenants, bylaws, restrictions, declarations and easements of record, (4) building restrictions, and (5) other matters of public record.

Parcel ID # **104-06-0-G-6.00 CO**
☒ Improved OR
☐ Unimproved property located at: **106 Fairmont Place, Nashville, TN 37203**

TO HAVE AND TO HOLD the aforesaid Real Estate together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his/her heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that he/she is lawfully seized in fee simple of the aforedescribed real estate; that he/she has good right to sell and convey the same; that the same is unencumbered, EXCEPT as set forth herein, and that the title and quiet possession thereto he/she warrants and forever defends against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part of the day and year first above written.

Witness our hands on this the **11th** day of **July, 2006.**

Thomas B. Hamilton

Lady L. Hamilton

STATE OF **Tennessee** COUNTY OF **Davidson**

Before me, the undersigned a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared **Thomas B. Hamilton and Lady L. Hamilton** to me known to the person described in and who executed the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained as his/her free Act and Deed.

Witness my hand and Notarial Seal on this the **11th** day of **July, 2006.**

Notary Public

My Commission Expires: 1/26/08

JEFFREY C. HORN
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

My Commission Expires JAN 26, 2008

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STATE OF **Tennessee**

COUNTY OF **Davidson**

I, or we, hereby swear and affirm that, to the best of the affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is **$265,000.00** which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me on this the **11th** day of **July, 2006.**

Notary Public

My Commission Expires: 1/26/08

JEFFREY C. HORN
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN
My Commission Expires JAN 26, 2008

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Owner's Name: **Shelley [redacted] Smith and David [redacted] Freeman**

and Address: **106 Fairmont Place, Nashville, TN 37203**

Mail tax bills to, (Person or Agency responsible for payment of taxes)

Peoples Home Equity Inc
12 music cir South
Nashville TN 37203