This instrument prepared by:

Fearnley & Califf - Nashville
565 Marriott Drive - Ste 850
Nashville, TN 37214

Davidson County DEEDWARR
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Fees:13.00 Taxes:345.95
20061009-0124928

# WARRANTY DEED

THIS INDENTURE made and entered into this 5th day of October, 2006, by and between Penny Jones, unmarried, party of the first part, and Ronald G Rains, an individual and Joshua K Overstreet, an individual, parties of the second part.

WITNESS: That for and in consideration of ten and no/100 Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, said party of the first part has bargained and sold and does hereby bargain, sell, convey, and confirm unto said party of the second part the following described real estate, situated and being in the County of Davidson, State of Tennessee, to wit:

Being Unit No. 206, on the Plan of Stage Three, Hermitage Meadows, of record in Book 6250, Page 300, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being all or part of the same property conveyed to Penny Jones by virtue of that certain warranty deed dated January 18, 2005 at Instrument No. 20050120-0007397 in the Register's Office of Davidson County, Tennessee. Being the same property conveyed to Grover Jones, by Cash Deed dated May 3, 2004 at Instrument No. 20040520-0059398, in the Register's Office of Davidson County, Tennessee.

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

**The said party of the first part does hereby convenant with the said party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that same is unencumbered, except for: year 2006** Davidson **County real property taxes, being a lien not yet due and payable. This conveyance is subject to any and all existing restrictions recorded in Book 6250, Page 300 and Master Deed and By-Laws of record in Book 7792, Page 915, Book 7804, Page 616, Book 7845, Page 540, Book 10635, Page 110, Book 10996, Page 199, Book 7660, Page 612, Book 6034, Page 3831, Instrument No. 20010327-00291002 all being of record in said Register's Office, and that title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.**

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, 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 the day and year first above written.

Penny Sue Jones

Penny Jones

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me a Notary Public in and for said State and County, duly commissioned and qualified, Penny Sue Jones, with whom I am personally acquainted, or proved to me to be on the basis of satisfactory proof, and who acknowledged that he/she/they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office this 5th day of October, 2006.

MEMORIE K. WHITE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN
My Commission Expires September 19, 2009

Memorie K. White

Notary Public

My Commission Expires: _____




Property Owner & Address: Ronald G Rains and Joshua K Overstreet

206 Thistle Ln.
Hermitage, TN 37076

Tax Parcel No 086-14-0 A 206.00

Property Address: 206 Thistle Lane
Hermitage, TN 37076

MAIL TAX
BILLS TO: Ronald G. Rains and Joshua K. Overstreet
206 Thistle Ln.
Hermitage, TN 37076

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I, or we, hereby swear or affirm that to the best of Affiant's knowledge, information and belief the actual consideration for this transfer of value of the property transferred, whichever is greater is $93,500.00 which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Joshua K Overstreet
AFFIANT

SUBSCRIBED AND SWORN TO before me this 5th day of October, 2006.

Memorie K. White
Notary Public

My Commission Expires:_____

