This instrument prepared by:

Attorney at Law
**100 Mallard Creek Road, Suite 400**
**Louisville, Kentucky 40207**
**(502)315-1650**

Davidson County DEEDWARR
Recvd: 12/01/06 12:59 3 pgs
Fees:18.00 Taxes:610.13
20061201-0148553

File No.: **2087-1219932**

# WARRANTY DEED

**THIS INDENTURE,** made and entered into this **Fifteenth day of June, 2006**, by and between **Bryan Allen Peddy, a single man**, party of the first part, and **Mitchell E. Smith, a single man**, party of the second part,

**WITNESSETH:** That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described Real Estate, situated and being in the City of **Antioch**, County of **Davidson**, State of **Tennessee**, to wit:

**A certain tract or parcel of land located in Davidson County, Tennessee, described as follows to-wit:**

**Being Lot No. 12 on the Plan of Phase Two, Pinnacle Point Subdivision of record in Book 6900, page 140-141, Register's Office for Davidson County, Tennessee.**

**Said Lot No. 12 fronts 65.08 feet on the southerly margin of Piccadilly Row and extends back 153.00 feet on the easterly line and 161.90 feet on the westerly line to a dead line in the rear, measuring 92.72 feet thereon.**

**BEING the same property conveyed to Bryan Allen Peddy, by Warranty Deed dated April 20, 2004, recorded May 5, 2004, in Instrument No. 20040505-0051693, in the Office of the Register of Davidson County, TN.**

Being the same property conveyed to party of the first part, herein shown in:
Book , Page No.: or Instrument No.: **200112130137861** in said Register's office.

This conveyance is made subject to:
1) Taxes which have been assumed by Grantee; 2) All restrictions of record; 3) All easements of records; 4) All visible easements; 5) All matters appearing on the plan of record; 6) All applicable governmental and zoning regulations.

Parcel ID # **135140A01200CO**
x Improved OR
Unimproved property located at: **736 Piccadilly Row, Antioch, Tennessee 37013**

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 on the day and year first above written.

Bryan Allen Peddy 6/15/06

Bryan Allen Peddy

STATE OF **TN**

COUNTY OF Davidson

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared **Bryan Allen Peddy, a single man** to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained as **his** free Act and Deed.

Witness my hand and Notarial Seal this **Fifteenth day of June, 2006.**

Marie Milstein

Notary Public Marie Milstein

My Commission Expires: 07/19/08

MARIE MILSTEIN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires
July 19, 2008

**********

Owner's Name: **Mitchell E. Smith**

and Address: **736 Piccadilly Row**
**Antioch, TN 37013**

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

**Advent Mortgage**
**305 North Hurstbourne Lane**
**Louisville, KY 40222**

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 **$164,900.00** which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

Mitchell E Smith 6/15/06
Affiant Mitchell E. Smith

Subscribed and sworn to before me this **Fifteenth day of June, 2006.**

Marie Milstein
Notary Public Marie Milstein

My Commission Expires: 07/19/08

MARIE MILSTEIN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires July 19, 2008

**Prepared By:**
**First American Title Insurance Company**

**Shawn R. Freiberth**
**100 Mallard Creek Rd., Suite 400**
**Louisville, Kentucky 40207**
**502.315.1650**