THIS INSTRUMENT PREPARED BY:
Forsythe Title and Escrow Services
103 Continental Place Ste 305
Brentwood, TN 37027

Our File Number: 25693S

Davidson County DEEDWARR
Recvd: 01/09/07 08:18 2 pgs
Fees:13.00 Taxes:816.96
20070109-0003455

MAP/GROUP/PARCEL: 118-11/50

NEW OWNER'S NAME AND ADDRESS:
THOMAS H. RUTHERFORD
2827 BRANSFORD AVENUE
NASHVILLE, TN 37204

PLEASE RECORD AND RETURN TO
FORSYTHE TITLE AND ESCROW
103 CONTINENTAL PLACE, STE. 305
BRENTWOOD, TN. 37027

SEND TAX BILLS TO:
OLIVER H. RUTHERFORD JR. REVOCABLE LIVING TRUST AGREEMENT
9741 SPLIT LOG ROAD
BRENTWOOD, TN 37027

WARRANTY DEED

FOR GOOD CONSIDERATION, the receipt of which is hereby acknowledged, **OLIVER H. RUTHERFORD JR., TRUSTEE U/A/D MARCH 26, 2001 OF THE OLIVER H. RUTHERFORD JR. REVOCABLE LIVING TRUST AGREEMENT**, hereinafter called Grantor, does hereby transfer and convey unto, **THOMAS H. RUTHERFORD, a married man**, his heirs and assigns, hereinafter called Grantee, property described as follows:

LAND in Davidson County, Tennessee, being Lot No. 36 of Block "C", on the Plan of Berry Hill Gardens Subdivision, as shown on plat of record in Plat Book 1130, page 36, in the Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Said Lot No. 36 fronts 78.5 feet on the westerly side of Bransford Avenue and runs back between parallel lines, 130 feet to a dead line.

Being the same property conveyed to Oliver H. Rutherford Jr., Trustee U/A/D Mar 26, 2001 of the Oliver H. Rutherford Jr. Revocable Living Trust Agreement in Instrument 20010402-0031139 recorded 4/2/2001, Register's Office for Davidson County, Tennessee.

The subject property is improved property known as 2827 BRANSFORD AVENUE, NASHVILLE, TN 37204.

TO HAVE AND TO HOLD the said tract or parcel of land, with appurtenances, estate, title, and interest thereto belonging to said grantee. Grantor covenants with Grantee that it is lawfully seized and possessed of said land in fee simple, possessing a good right to convey it, and

that the said land is unencumbered, except for current taxes, and restrictions and easements of record.

GRANTOR further covenants and binds itself, its heirs, successors, and representatives to warrant and defend the title to the said land to Grantee, his heirs, successors, and assigns against the lawful claims of all persons whatsoever.

OLIVER H. RUTHERFORD JR. REVOCABLE
LIVING TRUST AGREEMENT

By: Oliver H. Rutherford Jr. Trustee
OLIVER H. RUTHERFORD JR., TRUSTEE
U/A/D MARCH 26, 2001

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

PERSONALLY appeared before me, the undersigned authority, **OLIVER H. RUTHERFORD JR., TRUSTEE U/A/D MARCH 26, 2001 of OLIVER H. RUTHERFORD JR. REVOCABLE LIVING TRUST AGREEMENT,** with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument as a free act and deed and for the purposes therein contained.

DONE at offices in BRENTWOOD, Tennessee on this the 28th day of December, 2006.

Shelby V. Street
NOTARY PUBLIC
MY COMMISSION EXPIRES: 11-13-07

SHELBY V. STREET NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TN

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value whichever is greater for this transfer is $220,800.00.

AFFIANT

Sworn to and subscribed before me, this the 28th day of December, 2006.

Shelby V. Street
NOTARY PUBLIC
MY COMMISSION EXPIRES: 11-13-07

SHELBY V. STREET NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TN