PREPARED BY:
COMMONWEALTH TITLE AGENCY OF NASHVILLE, INC.
333 GALLATIN ROAD SOUTH
MADISON, TN 37115

Davidson County DEEDWARR
Recvd: 07/02/07 08:49 3 pgs
Fees:18.00 Taxes:288.60
20070702-0078283

# WARRANTY DEED

THIS INDENTURE is made and entered into this 29th day of June, 2007, by and between THE BATES FAMILY LIMITED PARTNERSHIP, A LIMITED LIABILITY COMPANY, hereinafter called Grantor, and JOE N. SMITH and ELIZABETH CHRISTINE SMITH, HUSBAND AND WIFE, hereinafter called Grantees.

W I T N E S S E T H: That for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which are hereby acknowledged, THE BATES FAMILY LIMITED PARTNERSHIP, A LIMITED LIABILITY COMPANY, as Grantor, does hereby bargain, sell, transfer and convey unto JOE N. SMITH and ELIZABETH CHRISTINE SMITH, HUSBAND AND WIFE, hereinafter referred to as Grantees, their successors, heirs and assigns, all of that certain real estate located in DAVIDSON County, Tennessee, being more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference, together with all right, title and interest of Grantor in and to all buildings and fixtures located on said real estate, and any easements and rights-of-way adjoining or abutting said real estate and any covenants and other rights appurtenant thereto (collectively, the "Property"). This conveyance of the "Property" and all covenants and warranties contained herein, are made expressly subject to the exceptions and other matters set forth in Exhibit "B", which is attached hereto and incorporated herein by reference.

This is unimproved property known as 6316 EATON'S CREEK ROAD, JOELTON, TENNESSEE 37080.

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estate, title and interest unto Grantees, their successors, heirs and assigns forever. The Grantor covenants and agrees with the said Grantees that Grantor is lawfully seized and possessed of the said real estate and that Grantor has a good and lawful right to sell the same. The Grantor further covenants that the same is unencumbered except as otherwise set forth in Exhibit "B".

Grantor further covenants and binds, itself and its successors, heirs and assigns, to warrant and forever defend the title to said Grantees, their successors, heirs and assigns, against the lawful claims of all person whomsoever.

WITNESS the hand and seal of the Grantors on this the day and year first above written.

SELLER: THE BATES FAMILY LIMITED PARTNERSHIP, A LIMITED LIABILITY COMPANY

BY: Suzanne McGehee, General Partner
SUZANNE MCGEHEE, GENERAL PARTNER
Signature of Seller

_____

Signature of Seller

CORPORATE
STATE OF Tennessee )
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned Notary Public of the aforesaid County and State, **SUZANNE MCGEHEE, GENERAL PARTNER,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged HERSELF to be GENERAL PARTNER of **THE BATES FAMILY LIMITED PARTNERSHIP**, the within named bargainor, and that SHE as such GENERAL PARTNER, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by HERSELF as GENERAL PARTNER.

Witness my hand, at office, in JOELTON, TENNESSEE, this 29th, day of **June, 2007.**

Howard M. Skipworth
Notary Public

My Commission Expires:_____

HOWARD M. SKIPWORTH
NOTARY PUBLIC AT LARGE
DAVIDSON CO. TENN.
MY COMMISSION EXP. JANUARY 26, 2008

**Name and Address of Property Owner:**

**JOE N. SMITH and ELIZABETH CHRISTINE SMITH**

**Property Address:**

**6316 EATON'S CREEK ROAD, JOELTON, TENNESSEE 37080**

**Person Responsible for Taxes:**

Joe N. Smith
7174 Whites Creek Pike
Joelton, Tn. 37080

**Map & Parcel #: MAP 21, PARCEL 394**

## AFFIDAVIT OF VALUE

STATE OF TENNESSEE :
COUNTY OF Davidson :

I hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater is **$78000** which amount is equal to, or greater than, the amount which the property, or interest in property transferred, would command at a fair and voluntary sale.

Joe N. Smith
Affiant

Sworn to and subscribed before me, a Notary Public, this 29th day of **June, 2007.**

Howard M. Skipworth
Notary Public

My Commission Expires: _____

HOWARD M. SKIPWORTH
NOTARY PUBLIC AT LARGE
DAVIDSON CO. TENN.
MY COMMISSION EXP. JANUARY 26, 2008

RETURN TO:

COMMONWEALTH TITLE AGENCY OF NASHVILLE, INC.
333 GALLATIN ROAD SOUTH
MADISON, TN 37115 07-413JB

# EXHIBIT 'A'

Land in Davidson County, Tennessee, also known as Tax Map 21, Parcel 394, more particularly described as per survey by Delle Land Surveying, Steven D. Delle, Surveyor, RLS # 1710, dated 6/22/07 as follows:

Beginning at an iron rod in the east right of way of Eaton's Creek Road, at a point North 03 degrees, 56 minutes, 58 seconds, East, 459.66 feet from the North right of way of Old Clarksville Pike. This being the southwest corner of tract 2 and the northwest corner of tract 3.

Thence with the East right of way of Eaton's Creek Road and North 04 degrees, 22 minutes, 51 seconds, East, 108.18 feet to an iron rod, the southwest corner of Tract 1.

Thence leaving said right a way, South 79 degrees, 21 minutes, 25 seconds, East, 206.32 feet to an iron rod.

Thence South 11 degrees, 15 minutes, 43 seconds, West, 113.91 feet to an iron rod.

Thence North 77 degrees, 28 minutes, 10 seconds, West, 193.39 feet to the point of beginning and containing 22106 square feet or 0.51 Acres.1

BEING a portion of the same property conveyed to The Bates Family Limited Partnership, by Quitclaim Deed from Guy E. Bates, Sr. and wife, Clara Bates, of record in Book 10586, page 423, Register's Office for Davidson County, Tennessee.

# EXHIBIT 'B'

1. All REAL PROPERTY taxes for the year 2007 and subsequent years, A LIEN, not yet due and payable (MAP 21, PARCEL 394).
2. Easement(s) to Joelton Water and Utility District, as set forth in instrument of record in Book 3762, page 34, Register's Office for DAVIDSON County, Tennessee.

3. Company does not assume any liability whatsoever for boundary lines or the amount of acreage contained in the subject property.

4. Warranty Deed to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 5243, page 115, Register's ffice for DAVIDSON County, Tennessee.