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| **THIS INSTRUMENT PREPARED BY:**<br>**Equitable Title & Escrow, LLC**<br>**7287 Carothers Road**<br>**Nolensville, Tennessee 37135**<br><br>**Record & Return To:**<br>**Equitable Title & Escrow, LLC**<br>**ET File No. 2008070032** | STATE OF TENNESSEE, COUNTY OF DAVIDSON:<br>The actual consideration or value, whichever is greater, for this transfer is: $180,000.00.<br>Susan E. Smithson<br>Affiant<br>Subscribed and sworn to before me this 15th day of July, 2008.<br>Notary Public<br>My Commission Expires: 02/03/10 |

# WARRANTY DEED

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| **Address New Owner:**<br>Don Bruce Smithson<br>6517 Windy Hill Court<br>Brentwood, TN 37027 | **Send Tax Bills To:**<br>NEW OWNER | **Tax Information:**<br>Map and Parcel No.:<br>188-10-0A-089.00 |

**FOR AND IN CONSIDERATION** of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, **W.H. Smithson, LLC, a Tennessee limited liability company**, ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Don Bruce Smithson and wife, Susan E. Smithson** ("Grantee"), its successors, heirs and assigns, all that tract or parcel of land in Davidson County, Tennessee, more particularly described on Exhibit "A" hereto.

This is improved property located at 208 Birdnest Alley, Nolensville, TN 37135

**TO HAVE AND TO HOLD** said real estate, with the appurtenances, estate, title and interest thereto belonging, to Grantee, its successors, heirs and assigns, forever.

And Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as set out on Exhibit "A" hereto. Grantor further covenants and binds itself, its successors, heirs and assigns to warrant and forever defend the title to said real estate to Grantee, its successors, heirs and assigns against the lawful claims of all persons, except as set out on Exhibit "A" hereto.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**IN WITNESS WHEREOF**, Grantor has executed this instrument on the 15th day of July, 2008.

W.H. Smithson, LLC, a Tennessee limited liability company

BY: _____
Don B. Smithson, Chief Manager

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Personally appeared before me, the undersigned, a notary public in and for said county and state, the within named Don B. Smithson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged the he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Chief Manager for W.H. Smithson, LLC, a limited liability company, and that he is authorized by W.H. Smithson, LLC, to execute this instrument on its behalf.

Witness my hand, at office, this 15th day of July, 2008.

Notary Public

My Commission Expires: 02/03/10

Davidson County DEEDWARR
Recvd: 07/17/08 14:20 2 pgs
Fees:13.00 Taxes:666.00

20080717-0073537

# EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot No. 89, on the Plan of Carothers Crossing, Phase 2, Section 2 Lots 62-123, as of record in Instrument No. 20070807-0093935, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being part of the same property conveyed to W.H. Smithson, LLC, a Tennessee limited liability company, by deed dated 10/19/2007 from Wood Ridge Development, Inc., a Tennessee Corporation, of record in Instrument No. 20071029-0127371, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. 2008 County Taxes, a lien, but not yet due and payable.
2. Covenants, Conditions, Restrictions and Agreements, including the agreements to pay assessments for the maintenance of common areas, contained in the Master Deed (and By-Laws) for Carothers Crossing of record in Instrument No. 20070627-0076581, Register's Office for Davidson County, Tennessee.
3. Covenants, Conditions, Restrictions and Agreements, including the agreements to pay assessments for the maintenance of common areas, contained in the Master Deed (and By-Laws) for Carothers Crossing of record in Instrument No. 20070627-0076582, made applicable in Instrument No. 20070821-0099818, Register's Office for Davidson County, Tennessee.
4. Charter of Incorporation of Carothers Crossing Neighborhood Association, Inc. of record in Instrument No. 20070307-0027908, Register's Office for Davidson County, Tennessee.
5. Easements to the Metropolitan Government of Nashville and Davidson County for sanitary sewers and/or storm drainage, of record in Instrument No. 20070703-0079178, Register's Office for Davidson County, Tennessee.
6. All matters appearing on the Plan of record in Instrument No. 20070807-0093935, Register's Office for Davidson County, Tennessee.
7. Easement for pipeline of record in Book 4588, Page 484, Register's Office for Davidson County, Tennessee.
8. Storm Water Detention Agreement of record in Instrument No. 20070702-0078659, Register's Office for Davidson County, Tennessee.
9. Easement and Memorandum of Agreement of record in Instrument No. 20070123-0009057, Register's Office for Davidson County, Tennessee.
10. Inspection and Maintenance Agreement for Private Stormwater Management Facilities of record in Instrument No. 20070711-0082648, Register's Office for Davidson County, Tennessee.