Address New Owner(s)	Send Tax Bills To:	Map-Parcel Number(s)
William Guthoerl	Franklin American Mortgage	063-16-0-C-038.00CO
5144 Southfork Blvd	501 Corporate Centre Dr, Ste 400	
Old Hickory, TN 37138	Franklin TN 37067	

THIS INSTRUMENT PREPARED BY:
TrustLand Title & Escrow, LLC.
1720 West End Avenue, Suite 400
Nashville, Tennessee 37203

A. R. TURNER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires MAY 8, 2012

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value, whichever is greater, for this transfer is **$168,500.00**

Affiant

Subscribed and sworn to before me, this the 24th day of April, 2009.

Notary Public

My Commission Expires: _____
(Affix Seal)

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, **J.D. Eatherly d/b/a Eatherly Properties, a Proprietor, ("Grantor")**, has this day bargained and sold, and does hereby bargain, sell, transfer and convey unto **William Guthoerl, unmarried, ("Grantee")**, it successors and assigns, certain tracts or parcels of land in **Davidson** County, Tennessee, described as follows, to wit:

Land in Davidson County, Tennessee, Being Lot No. 38 on the Plan of the Planned Unit Development (Private Elements), Phase One-Section Two, Hermitage Springs Estates, as shown by plat appearing of record as Exhibit A to Instrument No. 20031031-0160338, filed for record in Instrument No. 20010703-0070299, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete and accurate description of said lot.

Being the same property conveyed to Eatherly Properties, a Proprietorship, by Special Warranty Deed from Jo-Mac Properties, LLC, a Tennessee limited liability company, dated May 24, 2007, of record in Instrument No. 20070530-0063801, Register's Office for Davidson County, Tennessee.

This is ☒ Improved OR ☐ Unimproved property located at: **5144 Southfork Blvd, Old Hickory, TN 37138**

Said property is conveyed subject to the matters described on Exhibit B attached hereto.

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estates, title and interest thereto belonging to Grantee, its successors and assigns, forever.

Grantor covenants and binds itself and its representatives to warrant and forever defend the title to said land to Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through and under Grantor (other than claims arising out of matter set for on Exhibit B), but not further or otherwise.

IN WITNESS WHEREOF, Grantor has executed this instrument on this **24th** day of **April, 2009.**

J.D. Eatherly d/b/a Eatherly Properties

By: **J.D. Eatherly**
It's: **Proprietor**

BILL GARRETT, Davidson County
Trans:T20090027744 DEEDWARR
Recvd: 04/28/09 11:11 3 pgs
Fees:18.00 Taxes:623.45
20090428-0038203

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned of the State and County mentioned, personally appeared **J. D. Eatherly** with whom I personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he executed the foregoing instrument for the purposed therein contained.

Witness my hand and Seal at office on the **24th** day of **April, 2009.**

Notary Public

My Commission Expires: _____

A. R. TURNER
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires MAY 8, 2012

EXHIBIT B

Permitted Exceptions

1. Property taxes for the year 2009, a lien not yet due and payable. Said taxes have been prorated between the parties as of the date of this instrument, with the GRANTORS paying their prorate share thereof to GRANTEES who will be responsible for payment of said taxes.

2. Subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property.

3. All matters appearing on the Plan of the Planned Unit Development (Private Elements), Phase One-Section Two, Hermitage Springs Estates, as shown by plat appearing as Exhibit A to Instrument No. 20031031-0660338, filed for record in Instrument No. 20010703-0070299, Register's Office for Davidson County, Tennessee.

4. Declaration of Covenants, Conditions and Restrictions of record in Instrument No. 20001206-0120233, Instrument No. 20020130-0013464, Instrument No. 20031006-0147712, Instrument No. 20031031-0160338, Instrument No. 20040226-0022056, Register's Office for Davidson County, Tennessee.

5. By-Laws of record in Instrument No. 20010712-0074536, as amended in Instrument No. 20030808-0113486, Register's Office for Davidson County, Tennessee.

6. Charter for the Hermitage Springs Townhomes Association, Inc. of record in Instrument No. 20010716-0075385, as amended in Instrument No. 20020128-0011789, Register's Office for Davidson County, Tennessee.

7. Attorney's Certification for Hermitage Springs Estates Homeowners Association, Inc. of record in Instrument No. 20010717-0075891, Register's Office for Davidson County, Tennessee

8. Liability as to taxes resulting from supplemental, revised or correction assessment pursuant to the provisions of Tennessee Code Ann 67-5-603 et seq.

9. Storm Water Detention Agreement of record in Instrument No. 20041110-0135663, Register's Office for Davidson County, Tennessee.

10. Right of Ingress and Egress to Cemetery located on or near property.

11. Right to use water from spring located on or near the property.

12. Easement for the flow if the Cumberland River.

13. Sewer and Drainage Easements of record in Book 16044, page 186, Book 16044, page 190 and Book 16044, page 194, Register's Offfice for Davidson County, Tennessee.

14. Public Utility Easements of record in Book 8007, page 232, Book 8007, page 237 and Book 8007, page 240, Register's Offfice for Davidson County, Tennessee.

15. Ingress and Egress Easements of record in Book 6267, page 296 and Book 6267, page 298, Register's Offfice for Davidson County, Tennessee.

16. Subject to the flow of any creeks, streams or branches across subject property.

17. Rights of the upper and lower repirian owners to the free and unobstructed flow of the water of any rivers, creeks or streams without diminution or pollution and the consequence of any past or future change in the location of any rivers, creeks or streams.

18. Right of the upper and lower riparian owners in and to the waters crossing or adjoining the property, and the natural flow thereof, free from diminution or pollution.