Return TO:

Elite Title Company
109 West Park Drive
Suite 350
Brentwood, TN 37027
#6090311

This space for Register's Office:

PREPARED BY (AND RETURN TO)
Robert W. Rutherford, Attorney at Law
Serenity Title & Escrow, LLC
565 Willow Hill Circle #3
Murfreesboro, TN 37127

ADDRESS NEW OWNER:
Joshua Whitford & Denise Whitford
4011 Farmingham Woods Drive
Hermitage, TN 37076

SEND TAX BILLS TO:
~~New Owner~~ Elite Home Loans
109 Westpark Dr,Ste. 260
Brentwood, TN 37027

Map & Parcel No. 87.05-0A-5.00CO

BILL GARRETT, Davidson County
Trans:T20090034282 DEEDWARR
Recvd: 05/26/09 09:18 2 pgs
Fees:13.00 Taxes:521.70
20090526-0047839

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

For the consideration of Ten Dollars ($10.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged **Scott Kempton** hereinafter called the **Grantor**, does hereby convey unto **Joshua Whitford and Denise Whitford, husband and wife,** hereinafter called the **Grantee**, all right, title, interest, claim, or lien in and/or to that certain real property parcel of land, and any improvements and/or appurtenances thereto, situated and located in Davidson County, State of Tennessee, and legally described as:

Land situated and being in Davidson County, Tennessee and being Lot No. 5 on the plan of Phase 1, Final plat of Farmingham Woods, of record in Plat Book 7900,Page 228, Register's Office for said County, to which plat reference is hereby made for a more complete and accurate description of the subject property.

Being the same property conveyed to Scott Kempton on September 18, 2003 by Warranty Deed recorded in Instrument No. 20030923-0140679, Register's Office for said County.

This conveyance is made subject to all restrictions, easements, zoning and planning ordinances and health department regulations that may affect the premises.

This conveyance is subject to: 1) Current years taxes which have been prorated and assumed by the Grantees 2) All restrictions of record 3) All easements of record 4) All visible easements 5) All matters appearing on the plat of record; 6) All applicable government and zoning regulations; 7) If the property is supplementally assessed due to any improvements or changes in tax base, Grantee shall be responsible for any additional taxes due. 8) Grantor shall be responsible for any rollback taxes.

This is improved property known as:

4011 Farmingham Woods Drive, Hermitage, TN 37076

Property taxes have been prorated between the Grantor and Grantee herein as of the date of this conveyance. All future taxes are the sole responsibility and liability of the Grantee.

This conveyance is further subject to (1) all applicable zoning ordinances (2) utility, sewer, drainage and other easements of record, (3) all subdivision/condominium assessments, covenants, bylaws, restrictions, declarations and easements of record, (4) building restrictions and (5) other matters of public record.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, Grantee's heirs or assigns, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out.

GRANTOR FURTHER COVENANTS and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

And I do warrant the title against all persons whomsoever, subject only to those encumbrances or liens of record, or as above set forth, if any.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 21ST day of May, 2009.

Scott D. Kempton
Scott Kempton

STATE OF Tennessee
County of Rutherford

BEFORE ME, the undersigned authority, on this day personally appeared Scott Kempton known to me to be the persons whose name is subscribed to the foregoing document, (or proved to me based on satisfactory evidence) who on oath stated to me that he executed the same for the purposes and consideration therein expressed, and acknowledged the same to be his free act and deed.

SUBSCRIBED AND SWORN TO BEFORE ME this 21 day of May, 2009.

Notary Public in and for the
State of Tennessee

KIMBERLY R. HARGROVE
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

My Commission Expires: 6/18/12

STATE OF Tennessee
COUNTY OF Rutherford

AFFIDAVIT

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is $141,000.00.

Affiant

Sworn and subscribed before me on May 22, 2009..

Notary Public

My Commission Expires:

Margaret R. Means
NOTARY PUBLIC
STATE OF TENNESSEE
My Commission Expires
January 23, 2010

MARGARET R. MEANS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

MARGARET R. MEANS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Margaret R. Means
NOTARY PUBLIC
STATE OF TENNESSEE
My Commission Expires
January 23, 2010