BILL GARRETT, Davidson County
Trans:T20090084410 DEEDWARRSP
Recvd: 12/15/09 10:14 3 pgs
Fees:18.00 Taxes:3629.70
20091215-0114152

JR

FROM: Richard A. Johnson, Trustee

TO: Barbara Hawley Smith

Address New Owner as follows:

Barbara Hawley Smith
2314 Golf Club Lane
Nashville, TN 37215

Send Tax Bills to:

(same)

Map-Parcel No.

Map 117-6
Parcel 8

THIS INSTRUMENT PREPARED BY: Waller Lansden Dortch & Davis, LLP, Stephen C. Baker, Esq., 511 Union Street, Suite 2700, Nashville, Tennessee 37219-1760

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $981,000.00.

Barbara Hawley Smith
Affiant

Subscribed and sworn to before me, this the 14th day of December, 2009.

Jeanette L. Ramer
Notary Public

My Comm. Expires: 7/5/11

JEANETTE L. RAMER
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Richard A. Johnson, Trustee of the Charles B. Thorne Revocable Trust under agreement, dated July 29, 2009, hereinafter called "GRANTOR", has bargained and sold, and by these presents does transfer and convey unto Barbara Hawley Smith, hereinafter called "GRANTEE", her heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

> Land in the 7th, formerly 11th Civil District of Davidson County, Tennessee, being part of Lot No. 1 on the Plan of the Farm Lands of Samuel Watkins, Deceased, as of record in Book 57, page 16, Register's Office for said County, and being Lot No. 2 on an unrecorded Plan made by W. B. Southgate, Surveyor, in September 1926, and described as follows:
>
> Beginning at a point in the northerly margin of Golf Club Road, 170 feet westwardly from the intersection of said road with Midland Avenue; thence north 3½° east 300 feet to a point 209 feet westwardly from the westerly margin of Midland Avenue, being the

northwest corner of Lot 1 on said Plan; thence north 86° 30' west 170 feet to a point, being the northeast corner of Lot 3 on said Plan; thence south 3½° west 300 feet to the northerly margin of Golf Club Road; thence eastwardly and with the northerly margin of said Golf Club Road, 170 feet to the beginning.

Being the same property conveyed to Richard A. Johnson, Trustee of the Charles B. Thorne Revocable Trust under agreement, dated July 29, 2009, by deed from Louise T. Keller and Nancy T. Atwater, Trustees of the Jo Ann Schaeffer Thorne Family Trust under the Will of Jo Ann Schaeffer Thorne dated September 23, 1999, of record as Instrument No. _____, said Register's Office, as to a 2/3 undivided interest. The remaining 1/3 undivided interest was conveyed to Charles B. Thorne, by deed from Jo Ann S. Thorne and husband Charles B. Thorne, of record in Book 11606, page 24, said Register's Office, the said Charles B. Thorne having since died. By the Will of Charles B. Thorne, of record in the Probate Court for Davidson County, Tennessee, his remaining 1/3 interest was conveyed to Richard A. Johnson, Trustee of the Charles B. Thorne Revocable Trust under agreement, dated July 29, 2009.

This is improved property located at 2314 Golf Club Lane, Nashville, Tennessee 37215.

Said property is transferred subject to the limitations, restrictions, and encumbrances set forth below.

1. Metropolitan Government property taxes.

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, her heirs and assigns, forever, and GRANTOR further covenants and binds himself, his successors and assigns to warrant specially and forever defend the title to said real estate to GRANTEE, her heirs and assigns, against the lawful claims of all persons claiming through and under GRANTOR (other than claims arising out of the matters set forth above), but not further or otherwise. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS my hand this 14th day of December, 2009.

_____, Trustee

Richard A. Johnson, Trustee of the Charles B. Thorne Revocable Trust under agreement, dated July 29, 2009

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Richard A. Johnson, Trustee of the Charles B. Thorne Revocable Trust under agreement, dated July 29, 2009, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this the 14th day of December, 2009.

NOTARY PUBLIC

My Commission Expires: 7/5/11

