Return to: Realty Title & Escrow
808 N. Mt. Juliet Rd
Mt. Juliet, TN 37122

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:
Robin Smalt
313 Wiley Street
Madison, TN 37115

SEND TAX BILLS TO:
US Bank
9321 olive Blvd.
St. Louis, MO 63132

Map & Parcel No. 43.09-0-27.00

BILL GARRETT, Davidson County
Trans:T20090086366 DEEDWARR
Recvd: 12/23/09 11:51 2 pgs
Fees:13.00 Taxes:336.70
20091223-0116775

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 **James Carroll, Jr. and James Carroll, Sr. and Joyce D. Carroll** hereinafter called the **Grantors**, do hereby convey unto **Robin Ruth Smalt, a single woman,** 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 Rutherford County, State of Tennessee, and legally described as:

Being all of Lot No. 28 and the westerly 15 feet of Lot No. 29 on the Map of Overlook Estates, Block B, of record in Book 843, Page 105, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description thereof.

Being the same property conveyed to James P. Carroll, Jr. by Special Warranty Deed on October 29, 2008 and filed for record in Instrument No. 20081106--0110698, Register's Office for said County and further quitclaimed to James P. Carroll, Jr., James P. Carroll, Sr. and Joyce D. Carroll as tenants in common with the right of survivorship by Quitclaim Deed of record in Instrument No. 20090224-0016243, Register's Office for said County. Said property is investment property and has never been used as the marital residence of any of the Grantors herein.

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: 313 Wiley Street, Madison, TN 37115

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.

GRANTORS COVENANT 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.

GRANTORS FURTHER COVENANT and bind 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 we 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 18th day of December, 2009.

James Carroll, Jr.

James Carroll, Sr.

Joyce D. Carroll

STATE OF Tennessee
County of Rutherford

BEFORE ME, the undersigned authority, on this day personally appeared James Carroll, Jr, James Carroll, Sr. and Joyce D. Carroll known to me to be the persons whose names are subscribed to the foregoing document, (or proved to me based on satisfactory evidence) who on oath stated to me that they executed the same for the purposes and consideration therein expressed, and acknowledged the same to be their free act and deed.

SUBSCRIBED AND SWORN TO BEFORE ME this 18th day of December, 2009.

Notary Public in and for the
State of California

STATE OF TENNESSEE NOTARY PUBLIC RUTHERFORD COUNTY

My Commission Expires: 6-18-12

STATE OF Tennessee
COUNTY OF ~~Rutherford~~ WILSON (AV)

AFFIDAVIT

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is $91,000.00.

Affiant

Sworn and subscribed before me on December ~~18~~ 22 (AV), 2009.

Notary Public

My Commission Expires:

ATT VIXAYVONG
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF RUTHERFORD

MY COMMISSION EXPIRES:
06/17/2013