BILL GARRETT, Davidson County
Trans:T20100022115 DEEDWARR
Recvd: 04/14/10 11:01 2 pgs
Fees:13.00 Taxes:148.00
20100414-0028096

THIS INSTRUMENT PREPARED BY:

Homer R. Ayers, Attorney at Law
303 Frances Street (Zip 37072)
P. O. Box 904
Goodlettsville, TN 37070-0904

Warranty Deed

ADDRESS NEW OWNERS:	PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF REAL PROPERTY TAXES:	MAP-PARCEL NOS.
Dawkins Contracting, LLC 815 Old Dickerson Pike Goodlettsville, TN 37072	Same as New Owner	Map 33-5 Parcel 21

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, DALE M. KIMBROUGH and wife, DONNA G. KIMBROUGH, hereinafter referred to as the "GRANTORS", have bargained and sold and by these presents do transfer and convey unto DAWKINS CONTRACTING, LLC, a Tennessee limited liability company, hereinafter referred to as the "GRANTEE", its successors or assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

BEING Lot No. 3 on the Plan of Birdwell Subdivision, as of record in Plat Book 8250, page 409, Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description thereof.

Being the same property conveyed to Dale M. Kimbrough and wife, Donna G. Kimbrough, by deed from Patti Lynn Whittaker of record in Instrument No. 20080508-0047515, Register's Office for Davidson County, Tennessee.

The legal description, as hereinabove set forth is the same as that contained in the previous Deed of Record.

The current mailing address for said property is 208 Birdwell Court, Goodlettsville, TN 37072.

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, its heirs and assigns, forever.

And we, the GRANTORS, do covenant with the said GRANTEE, that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and warrant that the same is unencumbered, except as follows:

1. Real Property Taxes for the year 2010, which are a lien, but not yet due and payable, which have been prorated between the parties and will be paid, in full, by the GRANTEE, when due.

2. Subject to any and all matters as they may appear on the plan of record in Book 8250, page 409, said Register's Office.

3. Subject to restrictive covenants of record in Book 9597, page 289, said Register's Office.

And, we, the GRANTORS, do further covenant and bind ourselves, our heirs and representatives to warrant and forever defend the title to the said land to the said GRANTEE, its heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS our hands on the day and date last acknowledged below.

"GRANTORS"

DALE M. KIMBROUGH

DONNA G. KIMBROUGH

"GRANTEE"

DAWKINS CONTRACTING, LLC

BY: ALLISON DAWKINS, MANAGER

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, DALE M. KIMBROUGH and wife, DONNA G. KIMBROUGH, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this the 14th day of April, 2010.

HOMER R. AYERS STATE OF TENNESSEE NOTARY PUBLIC MY COMMISSION EXPIRES AUGUST 20, 2013 SUMNER COUNTY

NOTARY PUBLIC

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared ALLISON DAWKINS, with whom I am personally acquainted and who acknowledged himself to be the Manager of DAWKINS CONTRACTING, LLC, the bargainor, a limited liability company, and as such Manager, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the limited liability company by himself as Manager.

WITNESS my hand, at office, this the 14th day of April, 2010.

HOMER R. AYERS STATE OF TENNESSEE NOTARY PUBLIC MY COMMISSION EXPIRES AUGUST 20, 2013 SUMNER COUNTY

NOTARY PUBLIC

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value, whichever is greater, for this transfer is $40,000.00.

Affiant

Sworn to and subscribed before me, this the 14th day of April, 2010.

HOMER R. AYERS STATE OF TENNESSEE NOTARY PUBLIC MY COMMISSION EXPIRES AUGUST 20, 2013 SUMNER COUNTY

NOTARY PUBLIC