210110082

Return to:

SIDWELL, BARRETT & WELCH, P.C.
121 1st Avenue South, Suite 200
Franklin, TN 37064

BILL GARRETT, Davidson County
Trans:T20100077208 DEEDWARR
Recvd: 12/08/10 09:22 4 pgs
Fees:23.00 Taxes:1757.50
20101208-0097555

This Instrument Prepared By:
Daniel W. Small, Esq.
STITES & HARBISON, PLLC
SunTrust Plaza, Suite 800
401 Commerce Street
Nashville, Tennessee 37219

New Owner(s):
James Carl Barril & Maria Rowena Barril
816 Forest Hills Drive
Nashville, Tennessee 37220

Send Tax Bills To:
New Owner

Map-Parcel Number:
160-02-043.00

GENERAL WARRANTY DEED

FOR AND IN CONSIDERATION of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, the receipt of all of which is hereby acknowledged, BETTY L. COLE (WHO IS ONE AND THE SAME PERSON AS BETTY T. COLE), the widow of Novice J. Cole (the "Grantor"), has bargained and by these presents does hereby transfer and convey unto JAMES CARL BARRIL AND MARIA ROWENA BARRIL, husband and wife (collectively, the "Grantee"), their successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows (the "Property"):

LAND in Davidson County, Tennessee, being Lot No. 184 on the Plan of Oak Hill Estates, Section I, as of record in Book 3700, pages 118, 119 and 120, Register's Office for said County, to which plan specific reference is here made for a more particular description.

BEING the same property conveyed to Novice J. Cole and wife, Betty T. Cole (who is one and the same person as Betty L. Cole) by Warranty Deed from A. E. Turner and wife, Myrtle M. Turner, of record in Book 4167, page 599, said Register's Office.

THE PROPERTY HAS A STREET ADDRESS OF 816 FOREST HILLS DRIVE, NASHVILLE, DAVIDSON COUNTY, TENNESSEE 37220.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, their successors and assigns, forever. Grantor does covenant with the said Grantee that she is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is unencumbered except as herein set forth on Exhibit A, the terms of which exhibit are hereby incorporated herein by reference. Grantor does further covenant and bind herself, her successors and representatives, to warrant and forever defend the title to the Property to the said Grantee, their successors and assigns, against the lawful claims of all persons whomsoever.

IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, NO WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN GRANTOR'S WARRANTY OF TITLE SET FORTH HEREIN), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. GRANTEE AGREES THAT WITH RESPECT TO THE PROPERTY, GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR. GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND IS RELYING UPON SAME, AND HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS,

BLC

MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE AGREES THAT IT HAS TAKEN WHATEVER ACTION AND PERFORM WHATEVER INVESTIGATIONS AND STUDIES GRANTEE HAS DEEMED NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OF, OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO, ANY HAZARDOUS AND/OR TOXIC SUBSTANCES ON OR DISCHARGED TO OR FROM THE PROPERTY. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR IS SELLING AND CONVEYING TO GRANTEE AND GRANTEE IS ACCEPTING THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR OR ANY THIRD PARTY.

There having been a proration of *ad valorem* taxes and assessments applicable to the Property between Grantor and Grantee, by its acceptance hereof, Grantee hereby assumes and agrees to pay all *ad valorem* taxes and assessments assessed against the Property for 2010 and all subsequent years and further agrees to save, defend, indemnify and hold Grantor harmless from all such taxes and assessments; subject, however, to reproration pursuant to a separate written agreement.

<SIGNATURES APPEAR ON THE FOLLOWING PAGE.>

RKC

WITNESS my hand this the 1st day of December, 2010.

Betty L. Cole
BETTY L. COLE

STATE OF TENNESSEE)
COUNTY OF Cheatham)

Before me, ELAINE REEDER, the undersigned, a Notary Public of said County and State, personally appeared BETTY L. COLE, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained, and that she is one and the same person as Betty T. Cole, as well as the widow of Novice J. Cole.

Witness my hand and seal, at Office in Ashland City, Tennessee, this the 1st day of December, 2010.

Elaine Reeder
Notary Public

ELAINE REEDER
STATE OF TENNESSEE NOTARY PUBLIC
CHEATHAM COUNTY, TENN.

My Commission Expires: 12/03/11

STATE OF TENNESSEE)
COUNTY OF Williamson)

The actual consideration for this transfer or value of property (whichever is greater) is FOUR HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($475,000.00).

Kimberly D. Hicks
Print: Kimberly D. Hicks

Sworn and subscribed this the 2nd day of December, 2010.

Notary Public

My Commission Expires:

Tonja Barron
State of Tennessee Notary Public
Williamson County

My commission expires November 21, 2012

RLC

EXHIBIT A

PERMITTED ENCUMBRANCES

1. General or special taxes and assessments required to be paid in the year 2010 and subsequent years.

2. Easement for sanitary sewers and/or storm drainage of record in Book 7758, page 725, Register's Office for Davidson County, Tennessee.

3. Matters shown on the Plan of record in Book 3700, pages 118-120, said Register's Office.

4. Deed of Conveyance of record in Book 4385, page 463, said Register's Office.