BILL GARRETT, Davidson County
Trans:T20110045364 DEEDWARR
Recvd: 07/27/11 09:09 4 pgs
Fees:23.00 Taxes:4810.00
20110727-0057303

THIS INSTRUMENT PREPARED BY: George V. Crawford, Jr. **GULLETT, SANFORD, ROBINSON & MARTIN, PLLC** 315 Deaderick Street, Suite 1100 P. O. Box 198888 Nashville, Tennessee 37219-8888 (615) 244-4994	STATE OF TENNESSEE) COUNTY OF DAVIDSON) The actual consideration or value, whichever is greater, for this transfer is $1,300,000.00. AFFIANT Subscribed and sworn to before me, this 25th day of July, 2011. Notary Public My Commission Expires: 07/08/13

Rachel Neal STATE OF TENNESSEE NOTARY PUBLIC Davidson County

Address New Owner As Follows:	Send Tax Bills To:	Map-Parcel Number:
Jonathan Blake Ruykhaver and wife, Catherine Ruykhaver 62 Duxbury Ct. Nashville, TN 37215	SAME	157-08-0A 019.00CO

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid by the hereinafter named Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, **J. PHILLIP ESTES, UNMARRIED AND LLOYD F. SMITH, UNMARRIED**, hereinafter called the Grantors, have bargained and sold, and by these presents does transfer and convey unto **JONATHAN BLAKE RUYKHAVER AND**

WIFE, CATHERINE RUYKHAVER, hereinafter called the Grantees, their heirs and assigns,

a certain tract or parcel of land in County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 19 of Middleton, a Residential Planned Unit Development, 3rd Revision, of record at Book 6900, page 900, Register's Office for Davidson County, Tennessee, as amended at Book 11209, page 386, Register's officer for said County, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to J. Phillip Estes and Lloyd F. Smith, as tenants in common, by deed dated February 2, 1998, from Robin Porter Dahl, as Trustee under the Sallie R. Hicks Educational Trust for Russell McClain Porter, with full power, and robin Porter Dahl, individually, of record at Book 10826, page 50, Register's Office for Davidson County, Tennessee.

A new legal description was not prepared for this transaction. The legal description is the same as the previous instrument of record.

This conveyance is made subject to:

1. 2011 taxes, a lien not yet due and payable, which have been prorated and assumed by Grantees. By acceptance of delivery of this instrument, Grantees assume and agree to pay such taxes as and when such become payable and to indemnify and hold harmless Grantors from liability and loss therefrom.

2. Matters shown on the Plan of record in Book 6900, page 900, Register's Office for Davidson County, Tennessee, as amended at Book 11209, page 386, Register's officer for said County.

3. Declaration of Protective Covenants, Conditions and Restrictions for Middleton, of record in Book 6522, page 212 and at Book 7119, page 345; as amended by Second Amendment at Book 9816, page 844 and Third Amendment of record in Book 10714, page 744, Register's Office for Davidson County, Tennessee.

4. Storm Water Detention Agreement of record at Book 6505, page 891, Register's Office for Davidson County, Tennessee.

5. Deed to Metro for water mains set forth in instrument of record in Book 8377, page 744, Register's Office for Davidson County, Tennessee.

6. Deed to Metro for sewer of record in Book 8377, page 812 and 816, Register's Office for Davidson County, Tennessee.

7. Charter for Homeowners Association of record in Book 20010327-0028930, Register's Office for Davidson County, Tennessee.

8. Rights of others in and to the common elements.

This is improved property known as: 62 Duxbury Ct. Nashville, TN 37215.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs and assigns, forever; and we covenant with the said Grantees that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and further covenant and bind ourselves, our heirs and assigns, to warrant and forever defend the title to the said land to the said Grantees, their heirs and assigns, against the lawful claims of all person whomsoever.

WITNESS my hand this 25th day of July, 2011.

J. Phillip Estes

Lloyd F. Smith

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **J. PHILLIP ESTES**, unmarried, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 25th day of July, 2011.

Notary Public

My Commission Expires: _____

GEORGEY CRAWFORD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 3, 2015

444922.1/200736

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **LLOYD F. SMITH**, unmarried, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 25th day of July, 2011.

Notary Public

My Commission Expires: 