Record & Return to: Realty title & Escrow Conpany, Inc,
5111 Maryland Way, Suite 101
Brentwood, TN 37027

BILL GARRETT, Davidson County
Trans:T20110055429 DEEDWARR
Recvd: 09/07/11 13:31 3 pgs
Fees:18.00 Taxes:1036.00
20110907-0069317

This instrument prepared by: Christopher J. Thornton, P.C.
1661 Aaron Brenner Drive #301
Memphis, TN 38120
901-758-2580 Cartus File # 2180983

WARRANTY DEED

THIS INDENTURE is made this the 12 day of September, 20 11, by Nicholas T. Arnold, Trustee of the Nicholas T. Arnold Revocable Trust, First Parties, for the purpose of conveying the premises described herein to Jonathan L. Giese and wife, Emily A. Lovell, Second Parties.

Whenever in this instrument a pronoun is used, it shall be construed to represent either singular or plural, as the case may demand.

I. WARRANTY DEED

W I T N E S S E T H:

That said First Party, for and in consideration of the sum of One and No/100 DOLLARS ($1.00) and other good and valuable consideration to them in hand paid by Second Parties, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and to hereby grant, bargain sell and convey unto the said Second Parties the following described premises, to-wit:

Land in Davidson County, Tennessee and being Lot 108 on the Plan of Brookview Forest, Revision One, Phase III, of record at Instrument Number 20051025-0128969, in the Register's Office for Davidson County, Tennessee, and to which specific reference is hereby made for a more particular description.

Being the same property conveyed to the party of the first part by Quit Claim Deed of record at Instrument Number 20070525-0062596 in the Register's Office for Davidson County, Tennessee.

The said party of the first part does hereby covenant with the said party of the second part that they are lawfully seized in fee of the aforedescribed real estate; they have a good right to sell and convey the same; that the same is unencumbered, EXCEPT

The plan of record in Instrument Number 20051025-0128969, which shows an Owner's Certificate, certain notes, easements and setback lines; Declaration of Covenants, Conditions and Restrictions of record in Instrument Numbers 20030829-0125803 and 20050505-0050962; Subject to plat of record in Book 421, Page 146; Storm Water Detention Agreement of record in Instrument Number 20021007-0121969; Deeds of Conveyance of Open Space to Brookview Forest Revision One Homeowner's Association, Inc. of record in Instrument Number 20050707-0078557; Articles of Amendment to Charter of Brookview Forest, Revision One Homeowner's Association, Inc. of record at Instrument Number 20030918-0138293; Subdivision Restrictions, Building Lines, Easements and other matters of record in the Register's Office for Davidson County, Tennessee.

and that the title and quiet possession thereto they will warrant and forever defend against the lawful claims of all persons.

THIS conveyance is made subject to applicable restrictions, building set-back lines, all existing easements, and to all conditions as shown of Public Record.

With the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead and dower therein. **TO HAVE AND TO HOLD THE** said premises to the said Second Parties, their heirs and assigns forever.

And said First Party, for him/her/themself and for their heirs, executors and administrators do hereby covenant with Second Parties, their heirs, and assigns, that they are lawfully seized in fee simple of the premises above conveyed and has full power, authority and right to convey the same, and that said premises are free from all encumbrances except taxes for the year 2011, which are to be prorated between the parties as of the date of closing, the payment of which is assumed by the Second Parties; and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomever.

IN WITNESS WHEREOF, the said First Party have hereunder set their hand and seal the day and year first above written.

NICHOLAS T. ARNOLD, TRUSTEE

NICHOLAS T. ARNOLD

ALISSA CONE ARNOLD

STATE OF TN)

COUNTY OF Davidson)

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, the within named bargainor, **Nicholas T. Arnold**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND SEAL AT OFFICE, in Davidson County, this the 6 day of August, 2011

NOTARY PUBLIC

THOMAS E. LEWIS STATE OF TENNESSEE NOTARY PUBLIC Exp. 05/06/2013 COUNTY OF DAVIDSON

My Commission Expires:
5-6-13

STATE OF TN)

COUNTY OF Davidson)

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, the within named bargainor, Alissa Cone Arnold , with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND SEAL AT OFFICE, in Davidson County, this the 6 day of August, 2011.

NOTARY PUBLIC

THOMAS E. LEWIS STATE OF TENNESSEE NOTARY PUBLIC Exp. 05/06/2013 COUNTY OF DAVIDSON

My Commission Expires:
5-6-13

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is $280,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT

Subscribed and sworn to before me this the 2 day of September, 20 11

NOTARY PUBLIC

KAREN McCALLA NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TN

My Commission Expires: April 12, 2015

Jonathan L. Giese and Emily A. Lovell

PROPERTY ADDRESS:
3405 WYNFALL LANE
NASHVILLE, TN 37211

PROPERTY OWNER/ PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF TAXES:
FirstBank

ADDRESS:
2021 Hamilton Place Blvd, Ste A
Chattanooga, TN 37421

PARCEL ID NO: MAP 108-4-B PARCEL 76.00CO

This deed is prepared with information provided by Steltemeier & Westbrook, PLLC. Preparer makes no representation with regard to the title.

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the withing named bargainor, Nicholas T. Arnold, Trustee with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal in Davidson County, Tennessee, this the 30 day of August, 2011.

Notary

My Commission Expires:
4/06/2013

LARRY N. WESTBROOK
NOTARY PUBLIC AT LARGE
WILLIAMSON COUNTY, TN

Nicholas T. Arnold and Alissa Cone Arnold, hereby join in this conveyance to convey any interest they may have in said property as beneficiaries of the Nicholas T. Arnold Revocable Trust or otherwise.