BILL GARRETT, Davidson County
Trans:T20110059851 DEEDWARR
Recvd: 09/27/11 10:29 2 pgs
Fees:13.00 Taxes:1110.00
20110927-0074656

This instrument prepared by: Christopher J. Thornton, P.C.
1661 Aaron Brenner Drive #301
Memphis, TN 38120
901-758-2580 Cartus File # 2162287

WARRANTY DEED

THIS INDENTURE is made this the 23 day of September, 20 11, by David Bradley Wiggins and wife, Lynne Parker Wiggins, First Parties, for the purpose of conveying the premises described herein to Christopher Thompson and wife, Peyton Thompson, 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 58 on the Final Plan of Banbury Crossing, Section Two, a Planned Unit Development, of record in Book 9700, Page 609, inclusively and as amended by Adoption, Recertification and Approval of record in Book 10970, Page 943, in the Register's Office for Davidson County, Tennessee, and to which specific reference is hereby made for a more particular description. * page 605 thru

Being the same property conveyed to the party of the first part by Deed of record at Instrument Number 20091103-0101551 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

Grants of Transmission Line Easements of record in Book 1174, Page 153, Book 2438, Page 392 and Book 2438, Page 460; Declaration of Covenants, Conditions and Restrictions of record in Book 10369, Page 48, Book 10962, Page 516, Book 11218, Page 180 and Instrument Numbers 20010523-0053234, 20030728-0105031 and 20051020-0126681; Charter of Banbury Crossing Homeowner's Association, Inc. of record in Book 11187, Page 575; By-Laws of record at Instrument Number 20020610-0070239; The plan of record in Book 9700, Page 605 through 609, amended by Adoption, Recertification and Approval of record in Book 10970, Page 943, which shows an Owner's Certificate, certain notes, easements and setback lines; Adoption Recertification and Approval of Final Plat of Section Two of Banbury Crossing of record in Book 10970, Page 943; Subject to the boundary plat of record in Book 9700, Page 549; Agreement for Sewer Easement of record in Book 11231, Page 82; Storm Water Detention Agreement of record at Instrument Number 20000111-004044;Tree Preservation Agreement of record in Instrument Number 20041006-0120756; Restrictive Covenants of record in Book 4148, Pages 75, 196, 247, 254, 264 and 292; Subject to rights of others in and to the common areas and/or elements of Banbury Crossing; Subject to lien for special assessments as contained in the By-Laws of Banbury Crossing Homeowner's Association; 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.

David Bradley Wiggins
DAVID BRADLEY WIGGINS

Lynne Parker Wiggins
LYNNE PARKER WIGGINS

STATE OF TN)
COUNTY OF Rutherford

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, the within named bargainor, **David Bradley Wiggins**, 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 Rutherford County, this the 19 day of May, 2011.

Beverly Hamblin
NOTARY PUBLIC

BEVERLEY HAMBLIN Notary Public At Large RUTHERFORD COUNTY, TN

My Commission Expires:
11-20-11

STATE OF TN)
COUNTY OF Rutherford

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, the within named bargainor, **Lynne Parker Wiggins**, 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 Rutherford County, this the 19 day of May, 2011.

Beverly Hamblin
NOTARY PUBLIC

BEVERLEY HAMBLIN Notary Public At Large RUTHERFORD COUNTY, TN

My Commission Expires:
11-20-11

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 $ 300,000.00, 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 23 day of September, 2011.

NOTARY PUBLIC

JUDY S. WELLS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN

My Commission Expires: 9/3/2012

OWNER: Christopher Thompson et ux
PROPERTY ADDRESS: 6545 Banbury Crossing
Brentwood, TN 37027

PARCEL ID NO: MAP 172-09-0A PARCEL 008.00CO

PROPERTY OWNER/ PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF TAXES:
Sumner Bank & Trust
ADDRESS:
967 A Grassland Place
Gallatin, Tn 37066

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