Return To:
TRI STAR TITLE & ESCROW, LLC
201 E. MAIN ST, STE 300
MUFREESBORO, TN 37130

BILL GARRETT, Davidson County
Trans:T20110068650 DEEDWARR
Recvd: 11/02/11 09:20 3 pgs
Fees:18.00 Taxes:513.93
20111102-0085174

Send Tax Statements To:
New Owner

This Instrument Prepared By:
JOHN G. MITCHELL, III
Attorney at Law
201 E. Main St., Ste 300
Murfreesboro, TN 37130

Name and Address of New Owner:

Andrew B. Caldwell
705 Hill Bennett Circle
Antioch, TN 37013

From Information Furnished By
The Parties

Map and Parcel:
162-2-A-058.00 CO

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, **OLE SOUTH PROPERTIES, INC., a Tennessee Corporation,** has this day bargained and sold and does hereby transfer and convey unto **ANDREW B. CALDWELL and KATIE L. CALDWELL, Husband and Wife,** their heirs and assigns, forever, that certain parcel of real estate located in Davidson County, State of Tennessee, within the corporate limits of the City of Antioch, and being described as follows, to-wit:

BEING all of Lot No. Fifty-Eight (58) on the Final Plat, Section Two, Spencer Hill, according to Plan of record in Instrument Number 20071115-0134114, and in Book 3700, page 59, of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details of location and description of said lot.

BEING a portion of the same property conveyed to Ole South Properties, Inc., a Tennessee Corporation, by deed from Ole South Holdings, Inc., a Tennessee Corporation, dated October 26, 2011, appearing of record in Instrument Number 20111102-0085173, of the Register's Office of Davidson County, Tennessee.

THIS conveyance is made subject to Restrictions contained in Instrument Number 20070530-0064097, and amended in Instrument Number 20101213-0099002; Reservations, exceptions, covenants, conditions, restrictions, agreements, easements, setback lines and other matters of record; Zoning regulations and other governmental laws, rules, regulations, codes, orders and directives affecting the Property; Streets, right-or ways and highways encumbering the Property; Unrecorded easements, discrepancies, boundary line disputes, overlaps, shortages in area, encroachments and other matters that would be revealed by an accurate survey or inspection of the Property; Subordination Agreement of record in Instrument Number 20090122-0005470; Easements of record in Book 4135, page 444; Subject to Conveyance to Metropolitan Government of Nashville and Davidson County, Tennessee of record in Book 4198, page 824; Stormwater Detention agreement of record in Instrument Number 20060821-0102706; and to any and all matters shown on said plan of record in Instrument Number 20071115-0134114, and in Book 3700, page 59; all of said Register's Office.

THIS conveyance is subject to any and all existing easements and/or restrictions of record.

TO HAVE AND TO HOLD said real estate, together with all of the appurtenances, estate and title thereunto belonging unto the said **ANDREW B. CALDWELL and KATIE L. CALDWELL, Husband and Wife,** their heirs and assigns, forever.

The undersigned covenants with the said Grantee that it is lawfully seized and possessed of said parcel of real estate, and that it has a good right to convey the same and that it is un-encumbered, except for the lien of the 2011 real property taxes which have been prorated between the parties and are assumed by the Grantee.

The undersigned further covenants and binds itself, its successors and assigns to forever warrant and defend the title to said real estate to the Grantee, his heirs and assigns, against the lawful claims of all persons, whomsoever.

This property is subject to and includes any and all lawful easements, setback lines, restrictions, etc. of record and applying to the within described property and to the zoning regulations of the appropriate governmental body.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 26 day of October, 2011.

OLE SOUTH PROPERTIES, INC.
A Tennessee Corporation

BY: _____ COO
Roger Case, Chief Operating Officer

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named **Roger Case,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the **Chief Operating Officer** of **OLE SOUTH PROPERTIES, INC., a Tennessee Corporation**, the bargainor, and that he as such **Chief Operating Officer**, executed the foregoing instrument **(WARRANTY DEED)** for the purposes therein contained, by signing the name of the corporation by himself as its **Chief Operating Officer**.

WITNESS MY HAND AND OFFICIAL SEAL in Antioch, Tennessee, this the 26th day of October, 2011.

THOMAS SMITH
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

_____
NOTARY PUBLIC
My Commission Expires: 12-03-13

AFFIDAVIT

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $138,990.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT

SWORN to and subscribed before me,
this the 26th day of October, 2011.

NOTARY PUBLIC
My Commission Expires: 12-03-13

