Prepared by T. Jake Wolaver
Tisher & Wolaver, PLLC
P.O. Box 1431
Columbia, Tennessee 38402-1431

Return to Limestone Title & Escrow, LLC

BILL GARRETT, Davidson County
Trans:T20110075490 DEEDWARRSP
Recvd: 11/30/11 15:01 3 pgs
Fees:18.00 Taxes:566.10
20111130-0093271

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, this indenture entered into between Community First Bank & Trust, FIRST PARTY, which expression shall include heirs, assigns and personal representatives, and Robert Anthony Depasquo and wife, Anita K. Depasquo, as tenants by the entirety, SECOND PARTY, which expression shall include heirs, assigns and personal representatives.

W I T N E S S E T H:

For the consideration of the sum of TEN DOLLARS ($10.00), and other good and valuable considerations, the receipt of all of which is hereby acknowledged, FIRST PARTY conveys unto SECOND PARTY the following described property:

> Land in Davidson County, Tennessee, being Lot No. 98 on the Plan of Resubdivision of Lot 3 and Lot 98 Cross Timbers, Section 1 & 2, of record in Book 4715, Page 111, Register's Office of Davidson County, Tennessee.
>
> Said Lot No. 98 fronts 85 feet on the easterly margin of Carriage Drive and extends back 130 feet on the northerly line and 165 feet on the southerly line to a broken line in the rear measuring 127.06 feet thereon.
>
> Being the same property conveyed to FIRST PARTY herein by deed of record in Instrument No. 20100922-0075382, Register's Office of Davidson County, Tennessee.
>
> Tax Parcel ID#: 142 02 0 051.00
>
> This deed has been prepared solely upon information furnished by the FIRST PARTY. There has been no examination of the title by the preparer who assumes no responsibility for the accuracy of the information shown herein.

FIRST PARTY COVENANTS with SECOND PARTY that it has lawfully seized and possessed of said real estate and that FIRST PARTY has a good and lawful right to convey the same, and that it is unencumbered except as follows: current year's property taxes which will be prorated as of the date of this deed and assumed by SECOND PARTY; restrictions of record in Book 4064, Page

909 and Book 5425, Page 362, Register's Office of Davidson County, Tennessee; utility and drainage easements, building setback lines and other matters as shown on plat of record; and all other matters of public.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto, including all of FIRST PARTY's right, title and interest in and to adjacent streets, alleys and rights of way, subject to the foregoing encumbrances, unto SECOND PARTY and SECOND PARTY's heirs, successors and assigns forever. FIRST PARTY does hereby bind itself and its successors to warrant and forever defend the Property unto SECOND PARTY and SECOND PARTY's heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under FIRST PARTY, but not otherwise.

EXCEPT FOR THE LIMITED WARRANTY OF TITLE HEREIN CONTAINED, SECOND PARTY ACKNOWLEDGES THAT FIRST PARTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY OTHER REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF HABITABILITY. SECOND PARTY FURTHER ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

By acceptance of this Special Warranty Deed, SECOND PARTY agrees to and accepts all of the foregoing matters.

IN WITNESS WHEREOF, this conveyance has been executed on the 18th day of November, 2011.

Community First Bank & Trust

By: _____

Print Name: Sean D. Hart

Title: Vice President

"FIRST PARTY"

STATE OF TENNESSEE

COUNTY OF MAURY

Personally appeared before me, the undersigned, Sean D. Hart with whom I am personally acquainted, and who acknowledged under oath that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is a Vice President of Community First Bank & Trust and is authorized by the maker to execute this instrument on behalf of the maker.

Given under my hand and official seal, this 10th day of November, 2011.

My commission expires:
12/24/14

Stephanie Grimaud
Notary Public

STEPHANIE GRIMAUD
STATE OF TENNESSEE NOTARY PUBLIC
MAURY COUNTY, TENN.

STATE OF TENNESSEE - Williamson COUNTY

I hereby affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $ 153,000.00

Stacey H
Affiant

Subscribed and sworn to before me, this 10th day of November, 2011.

My commission expires:
8/16/14

Notary Public

NEW PROPERTY OWNERS:

Roberty Anthony Depasquet ux
104 Carriage DR.
Nashville, TN 37221

PERSON(S) RESPONSIBLE FOR TAXES:

new owner
same address

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