WARRANTY DEED

PLEASE RETURN TO:
WARRANTY TITLE INS CO.
165 INDIAN LAKE BLVD STE 106
[illegible]7075

BILL GARRETT, Davidson County
Trans:T20110075627 DEEDWARR
Recvd: 12/01/11 09:15 2 pgs
Fees:13.00 Taxes:1757.50

20111201-0093402

MELISSA D ROGERS
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

STATE OF TENNESSEE
COUNTY OF SUMNER

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS ~~$475,000.00~~

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29th day of November, 2011.

Notary Public

MY COMMISSION EXPIRES: April 23, 2013.
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Warranty Title Insurance Company, Inc., 165 Indian Lake Blvd., Ste. 106
Hendersonville, Tennessee 37075

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Steven James Kirby	SAME	
(NAME)	(NAME)	
159 West Harper Rd		06004000200
(ADDRESS)	(ADDRESS)	
Portland, TN 37148		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	File No.: 20111381

For and consideration of the sum of ten dollars, cash in hand paid by the hereinafter named GRANTEES, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Homestead Properties, a Tennessee General Partnership**, hereinafter called the GRANTOR, have bargained and sold, and by these presents do transfer and convey unto **Steven James Kirby and Kelly Kirby**, hereinafter called the GRANTEES, **their** heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit. :

SEE ATTACHED EXHIBIT A

unimproved ☐

This is improved ☒ property, known as 325 Homestead Road, Nashville, TN 37207

(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

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 I do covenant with the said GRANTEES that I am 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 I do further covenant and bind myself, my heirs and representatives, 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 persons whomsoever. Wherever used any gender shall be applicable to all genders.

It is expressly agreed by the parties hereto that all taxes for the current year shall be prorated between them as of the date of this deed.

This conveyance is expressly made subject to reservations, restrictions, easements, covenants and conditions contained in former instruments of record pertaining thereto and to all easements and encroachments apparent from an inspection of the property.

Witness my hand this 29th day of November, 2011.

Homestead Properties, a Tennessee General Partnership

By:
D. Fell Merwin

STATE OF TENNESSEE

COUNTY OF SUMNER

Before me, the undersigned authority, a Notary Public of the State and county mentioned, personally appeared D. Fell Merwin, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Member of Homestead Properties, a Tennessee General Partnership, the within named bargainor, a partnership, and that such member, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the partnership as member (or other authorized officer).

MELISSA D ROGERS
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

Commission expires: April 23, 2013

Melissa D. Rogers Notary Public

EXHIBIT A

Certain real property situate in Davidson County, Tennessee, and described as follows, to-wit:

BEING a part of the West 100 feet of Lot B-7 on the map of Tamble's Subdivision, as of record in Book 974, page 31, in the Register's Office of Davidson County, Tennessee.

Said part of lot fronts 100 feet on the Northerly side Homestead Road and runs back between lines, as measured from the margins of said road, as widened 419.5 feet, more or less, on the Westerly line and 423 feet, more or less, on the Easterly line to a deal line in the rear on which it measures 100 feet. Title to that portion of the premises embraced within the bounds of Homestead Road, as widened, by deed to Davidson County, of record in Book 1341, page 347, wherein said road was widened to 50 feet.

EXCLUSION:
INCLUDED in the above described tract but specifically EXCLUDED from this conveyance the following described property conveyed to Ernest V. Lee by deed from Fred C. Young and wife, of record in Book 1849, page 557, in the Register's Office of Davidson County, Tennessee, to-wit:

BEGINNING at a point in Earnest Lee's Northwest corner and runs with J.L. Moore's South boundary line South 84° 57' 50" East 150 feet to a point in Earnest V. Lee's East boundary line; thence with said boundary line south 9° 34' 10" West, 176 feet to a point; thence South 69° 34' 10" West, 111 feet to a point in W.J. Heltlinger's West boundary line; thence with said boundary line North 8° containing 0.45 acres, more or less.

BEING all of the same property conveyed to Homestead Properties, a Tennessee General Partnership by Warranty Deed from Davis Fell Merwin, dated December 14, 2001 and filed of record in Instrument 20020103-0001172, Register's Office for Davidson County, Tennessee.