BILL GARRETT, Davidson County
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Fees:13.00 Taxes:333.00
20121002-0089498

This instrument prepared by: Christopher J. Thornton, P.C.
1661 Aaron Brenner Drive #301
Memphis, TN 38120
901-758-2580 Cartus File #2270271

WARRANTY DEED

THIS INDENTURE is made this the 26 day of September, 20 12, by John R. Polacek, First Party, for the purpose of conveying the premises described herein to Susan F. Newton and husband, Brian J. Newton, 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

WITNESSETH:

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, being Lot 737 on the Plan of Section Seven, Hermitage Hills, of record in Plat Book 3300, Page 62 and 63, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to John R. Polacek, married, by deed from Linda F. Kincaid, unmarried, dated September 24, 2002 in Instrument 20020927-0117973, Register's Office for Davidson County, Tennessee.

Jolie Polacek, wife of John R. Polacek, First Party, joins in the execution of this Warranty Deed for the express purpose of conveying any and all marital rights which she may have in and to the above described property by virtue of her marriage to the said John R. Polacek, but does not join in the covenants and warranties contained herein.

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:

Subdivision restrictions, building lines, easements and other matters of record including the Plan of record in Book 3300, Pages 62 & 63 which shows an Owner's Certificate, certain notes, easements and setback lines, all 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 2012, 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.*

John R. Polacek
John R. Polacek

Jolie Polacek
Jolie Polacek

STATE OF Ohio)
COUNTY OF Medina)

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, the within named bargainor, **John R. Polacek**, 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 Medina County, this the 4th day of August, 2012

NOTARY PUBLIC

My Commission Expires:
May 25 2015

SYLVIA J. BONNELL
Notary Public State of Ohio
My Commission Expires
May 25, 2015

STATE OF Ohio)
COUNTY OF Medina)

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, the within named bargainor, **Jolie Polacek**, 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 Medina County, this the 4th day of August, 2012

NOTARY PUBLIC

My Commission Expires:
May 25 2015

SYLVIA J. BONNELL
Notary Public State of Ohio
My Commission Expires
May 25, 2015

STATE OF Tennessee
COUNTY OF Davidson

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 $ 90,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Susan F. Newton
AFFIANT

Subscribed and sworn to before me this the 26 day of September, 2012

Donna C. Pionk
NOTARY PUBLIC

DONNA C. PIONK
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

My Commission Expires:
11-3-2015

PROPERTY ADDRESS:
7012 Bonnafair Drive
Hermitage, TN 37076

PARCEL ID: Map 74-8 Parcel 146.00

PROPERTY OWNER/PERSON RESPONSIBLE FOR PAYMENT OF TAXES:
Susan F. Newton, owner
Franklin American Mortgage Co
501 Corporate Centre Drive Ste 400
Franklin, TN 37067

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