BILL GARRETT, Davidson County
Trans:T20120087697 DEEDWARRSP
Recvd: 11/16/12 10:23 3 pgs
Fees:18.00 Taxes:225.70
20121116-0105819

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

Return to Rudy Title & Escrow, LLC

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, this indenture entered into between **Community First Bank & Trust**, FIRST PARTY, which expression shall include successors and assigns, and **Dana E. Moore**, 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:

> Certain property located in Davidson County, Tennessee, and more particularly described as follows:
>
> Being Unit Number 101 on the Plan of Watauga Condominiums (formerly known as Polk Manor Condominium), created under Title 66, Chapter 27, Section 101 et seq., as amended in Tennessee Code Annotated, and as established by a Master Deed of record in Book 6339, Page 281, and amended in Book 6697, Page 889 and amended and restated in Instrument No. 20061025-0132105, Register's Office of Davidson County, Tennessee, together with an undivided percentage in the Common Elements appurtenant to said units, as set forth in the Master Deed and By-Laws, for a more complete identification and description of said unit.
>
> Being the same property conveyed to FIRST PARTY herein by deed of record in Instrument No. 20120605-0048967, Register's Office of Davidson County, Tennessee.
>
> Tax Map & Parcel:093-05-2A-104.00 CO
>
> 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; conditions, covenants, restrictions, and

all other undertakings described in Master Deed of record in Book 6339, Page 281, and amended in Book 6697, Page 889 and amended and restated in Instrument No. 20061025-0132105, Register's Office of Davidson County, Tennessee.

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, assigns and personal representatives 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, assigns and personal representatives, 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 1st day of November, 2012.

Community First Bank & Trust

By: Jim Bratton SVP/CCO

Print Name: Jim Bratton

Title: SVP CCO

"FIRST PARTY"

STATE OF TENNESSEE

COUNTY OF MAURY

Personally appeared before me, the undersigned, Jim Bratton, 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 SVP, CCO 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 1st day of November, 2012.

DEBBIE SILVERTHORN STATE OF TENNESSEE NOTARY PUBLIC MAURY COUNTY

My commission expires: 3-25-14

Debbie Silverthorn
Notary Public

STATE OF TENNESSEE - DAVIDSON COUNTY

I hereby affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $ 61,000.00.

Affiant

Subscribed and sworn to before me this 1st day of November, 2012.

DANA BELWORTH STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My commission expires: 01/07/2013

Notary Public

NEW PROPERTY OWNERS:

DANA E. MOORE
3612 Bellwood Ave
Nashville, TN 37205

PERSON(S) RESPONSIBLE FOR TAXES:

SAME AS NEW OWNER

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