SPECIAL WARRANTY DEED

BILL GARRETT, Davidson County
Trans:T20130039735 DEEDWARRSP
Recvd: 05/13/13 13:18 2 pgs
Fees:13.00 Taxes:259.93
20130513-0048067

STATE OF TENNESSEE
COUNTY OF Wilson
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 78,250.00.

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE DAY OF Apr. 25, 2013.

Notary Public

MY COMMISSION EXPIRES: 1/26/14
(AFFIX SEAL)

SPECIAL WARRANTY DEED

This Instrument Prepared By:
Four Star Title, LLC
2508 N. Mt. Juliet Road, Mt. Juliet, TN 37122
File #12-0375

CLARK HUNNICUTT
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Alma Penix	Alma Penix	098 05 0 055.00
(NAME) 702 Valley View	(NAME) 702 Valley View	
(ADDRESS) Mt. Juliet, TN 37122	(ADDRESS) Mt. Juliet, TN 37122	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

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, WE, **The Secretary of Veterans Affairs,** HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **Alma Penix,** HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN **Wilson** COUNTY, STATE OF TN, DESCRIBED AS FOLLOWS, TO-WIT:

Being Lot Number 173 on the Plan of Revision of Lots 171, 172 & 173, Lake Park, Section 7 of record in Plat Book 5190, Page 650, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Secretary of Veterans Affairs by Substitute Trustee's Deed from Substitute Trustee for Terrance K. Jones, recorded on May 4, 2012 in Instrument No. 20120504-0038700, Register's Office of Davidson County, Tennessee.

This conveyance is subject to any and all bylaws, covenants, zoning regulations, building restrictions and setback lines, if any, and easement and rights for public utilities, applicable to this property; and taxes for the current year which have been prorated and paid by the Grantor(s) herein.

unimproved ☐
This is improved ☒ property, known as **5096 Bell Road, Hermitage, TN 37076**
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, subject to the hereinafter mentioned matters, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantees, their heirs and assigns forever, and we do hereby bind ourselves, our heirs, successors, executors and administrators to warrant and to forever defend all and singular said land and premises unto the said Grantee, their heirs and assigns, against every person whom so ever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty when the claim is by, through or under Grantors but not otherwise. The Grantor has executed this Deed and granted, bargained, sold, set over, assigned, transferred, delivered and conveyed the Property, and Grantee has accepted this Deed and purchased the Property, AS IS, WHERE IS, WITH ALL FAULTS and without any warranties of whatsoever nature, express or implied, it being the intention of the Grantor and Grantee to expressly negate and exclude all warranties, (except the special warranty of title set forth herein with respect to the Property), including, without limitation, warranties of merchantability for any particular purpose or use or habitability. Grantor has made no, and hereby disclaims all, representations, and warranties, express or implied, in respect to the condition of the Property or to use which may be made thereof, including, without limitation, (A) the physical condition of the Property, (B) the soil conditions existing at the Property for any particular purpose or development potential, (C) the nature or quality of the construction, structural design and/or engineering of the improvements, (D) the quality of labor and materials included in the improvements, (E) the presence or absence of any hazardous substance or matter in or on the improvements or the Property, and (F) compliance of the improvements or Property with applicable laws, regulations, or other governmental requirements including any and all laws, statutes, ordinances, rules, regulations, orders, or determinations of any governmental authority pertaining to health or the environment in effect in any and all jurisdictions in which the Property is located and by acceptance of the Deed, Grantee affirms that the conveyance of the Property is without warranty, except for the special warranty of title expressly set out herein.

"The Grantee(s), or purchaser(s), of the property may not re-sell, record an additional conveyance Document, or otherwise transfer title to the Property within 60 days following Grantor(s) execution of this Deed."

IN WITNESS WHEREOF, this instrument has been executed on this the 24th day of April, 2013.

Ashley Brent AVP

BY: THE SECRETARY OF VETERANS AFFAIRS
An officer of the United States of America by the Secretary's duly authorized property Management contractor, Vendor Resource Management Pursuant to a delegation of authority Found at 38 C.F.R. 36.4345(f)

STATE OF Texas
COUNTY OF Denton

Before me, the undersigned Notary, personally appeared Ashley Brent, who is the AVP for The Secretary of Veterans Affairs, known to me, or proved on the basis of satisfactory evidence, and who executed the foregoing instrument on behalf of THE SECRETARY OF VETERANS AFFAIRS An officer of the United States of America by the Secretary's duly authorized property Management contractor, Vendor Resource Management Pursuant to a delegation of authority Found at 38 C.F.R. 36.4345(f), and who acknowledged that he/she executed the same as their free act and deed.

Witness my hand and official seal this 24th day of April, 2013.

NOTARY

MY COMMISSION EXPIRES

LISA G. KELLEY
Notary Public, State of Texas
My Commission Expires
July 26, 2016