THIS INSTRUMENT PREPARED BY: **Chapman & Rosenthal Title, Inc.** **2002 Richard Jones Road, Suite 203A** **Nashville, TN 37215** **CRT File No. 13050253**	STATE OF TENNESSEE) COUNTY OF DAVIDSON) The actual consideration or value, whichever is greater, for this transfer is: $365,000.00. Affiant Subscribed and sworn to before me, this 1st day of July, 2013. Notary Public My Commission Expires: 8/16/14

ANE GRAZEH
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

BILL GARRETT, Davidson County
Trans:T20130057287 DEEDWARR
Recvd: 07/05/13 10:20 2 pgs
Fees:13.00 Taxes:1350.50
20130705-0069610

WARRANTY DEED

Address New Owner: Troy Kelly and Kim Kelly 6424 Riverplace Dr Nashville TN 37221	Send Tax Bills To: New Owner	Tax Information: Tax Parcel ID No. 126-16-0-A 006.00 CO

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Steven Patrick Smitherman** ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Kimberly A. Kelly and Troy P. Kelly, wife and husband,** ("Grantees"), its successors, heirs and assigns, all that tract or parcel of land in Davidson County, Tennessee, more particularly described as follows:

Land in Davidson County, Tennessee, being Lot 6, RIVERWALK, PHASE 1A, SECTION 1 AND PHASE 1B, SECTION 1, as shown on plat of record in Instrument No. 20011026-0117231, in the Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed by Quitclaim Deed from Shelly Joanna Smitherman to Steven Patrick Smitherman as recorded on the 18th day of May, 2012 in Instrument No. 20120518-0043124 and Warranty Deed from Beazer Homes Corp., DBA Phillips Builders, a Tennessee Corporation to Steven Patrick Smitherman and Shelly Joanna Smitherman, husband and wife as recorded on the 24th day of September, 2003 in Instrument No. 20030924-0141367, in the Register's Office of Davidson County, Tennessee.

This Conveyance is subject to the matters set forth below, if any, as well as any and all zoning regulations, building restrictions, setback lines, conditions, covenants, and restrictions (as may be amended or supplemented), all easements, utility easements or rights of ways for public utilities that appear in the appropriate public record.

County of Davidson taxes for the year 2013 and thereafter, not yet due and payable.

Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of RIVERWALK, PHASE 1A, SECTION 1 & PHASE 1B, SECTION 1, as recorded in Instrument No. 20011026-0117231, Boundary Plat recorded at Instrument No. 20011024-0115969.

Covenants, Conditions and Restrictions as set forth in Deed recorded in Instrument Nos. 20011105-0121083, 20020424-0050565, 20040430-0049313, 20040506-0051985, 20050308-0025001, 20060320-0031638, 20061103-0136691 and 20061214-0154502.

Charter of Homeowners Association recorded at Instrument No. 20020425-0051371.

Easement for Road and Utility Access, recorded in Instrument No. 20010706-0072536.

Easement to Tennessee Electric Power Company recorded in Book 751, Page 375 and Book 787, Page 7.

Easement and rights granted to Nashville, Chattanooga and St. Louis Railway recorded in Book 513, Page 396.

Easement and Right of Way taken by Tennessee Valley Authority recorded in Book 4205, Page 194 and Book 4226, Page 715.

Easement and Right of Way granted to Tennessee Valley Authority recorded in Book 4257, Page 647.

Easement for Public Utilities to Harpeth Valley Utilities District recorded in Book 7526, Page 315, Book 7526, Page 318 and Book 7526, Page 324.

Stormwater Detention Agreement recorded at Instrument No. 20010919-0101279.

Landscape Agreement recorded at Instrument No. 20010919-0101280.

This is improved property located at 6424 Riverplace Dr Nashville TN 37221

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to Grantees, its successors, heirs and assigns, forever.

And Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except for current taxes, and restrictions and easements of record. Grantor further covenants and binds itself, its successors, heirs and assigns to warrant and forever defend the title to said real estate to Grantees, its successors, heirs and assigns against the lawful claims of all persons whatsoever.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 1st day of July, 2013.

Steven Patrick Smitherman

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, Steven Patrick Smitherman, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 1st day of July, 2013.

Notary Public

My Commission Expires: _____

JAMES T. HARRIS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires July 8, 2013