THIS INSTRUMENT PREPARED BY:

CHAFFIN & BURNSED, PLLC
49 MUSIC SQUARE WEST, SUITE 502
NASHVILLE, TN 37203
(615) 460-7478

Davidson County DEEDWARR
Recvd: 10/04/16 14:07 4 pgs
Fees:23.00 Taxes:1831.50
20161004-0104747

WARRANTY DEED

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $495,000.00.

Affiant

Subscribed and sworn to before me as of the 30th day of September, 2016.

Notary Public

My Commission Expires: 1-8-19

KIMBERLY CARTER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires JAN 8, 2019

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP & PARCEL #:
JNBW Properties, LLC 241 Creekside Drive Lewisburg, TN 37091	SAME	131-06-0C-044.00-CO

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named "Grantee," and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, **J. Thomas Smith, Trustee for The FRS 2012 Trust**, hereinafter referred to as "Grantor," has bargained and sold, and by these presents does transfer and convey unto **JNBW Properties, LLC a Tennessee Limited Liability Company,** its heirs and/or assigns, hereinafter referred to as "Grantee," a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 78 on the Plan of Plat of Burton Hills Estates, Tract 9, a Portion of Zone Lot II of record in Plat Book 6250, Page 596, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being the same property conveyed to J. Thomas Smith, Trustee for the FRS 2012 Trust, by Warranty Deed from Gregory P. Hayden, married, of record at Instrument No. 20140513-0041057, Register's Office for Davidson County, Tennessee, dated May 09, 2014 and recorded on May 13, 2014.

Being also known as 54 Park Crescent Circle, Nashville, Tennessee 37215.

TO HAVE AND TO HOLD the said tract or parcel of land, together with the appurtenances, estate, title and interest thereto belonging to the said "Grantee," its heirs and/or assigns forever; and "Grantor" does covenant with the said "Grantee" that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except as stated herein as follows:

1. If improvements are completed after January 1 of any year, the law requires supplemental assessment for the year in which improvements are completed as defined by statute. We assume no liability for taxes assessed by correction pursuant to the provisions of Tennessee Code Annotated, Section 67-5-603 et seq.
2. Taxes for the year 2016, a lien not yet due and payable.
3. Subject to all matters shown on the Plan of record in Plat Book 6250, Page 596 and Book Plat Book 6250, Page 978, Register's Office for Davidson County, Tennessee.
4. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of record in Book 6517, Page 522, Book 6644, page 23, Book 6691, page 593, Book 6778, page 532, Book 6778, page 536, Book 6911, page 120, Book 6917, page 730, Book 7046, page 520, Book 7076, page 691, Book 7146, page 188, Book 9882, page 733 and Instrument No. 20040712-0082567, Register's Office for Davidson County, Tennessee, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.
5. Restrictions of record in Book 6326, Page 588, in the Register's Office for Davidson County, Tennessee, but omitting any restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.
6. Open Space agreement of record in Book 6917, Page 706, in the Register's Office for Davidson County, Tennessee.
7. Sanitary Sewer and/or Storm Drainage Easement of record in Book 4298, Page 491, in the Register's Office for Davidson County, Tennessee.
8. Charter of record in Book 6517, Page 505 and Book 6921, page 216, Book 6665, page 1, Book 6921, page 210, Book 6517, page 511 and Book 6921, page 214, in the Register's Office for Davidson County, Tennessee.
9. Agreement of record in Book 6470, Page 383 and Book 6655, page 47, in the Register's Office for Davidson County, Tennessee.
10. Grant of Easements of record in Book 8587, Page 256, in the Register's Office for Davidson County, Tennessee.
11. Easement of record in Book 2854, Page 108, in the Register's Office for Davidson County, Tennessee.
12. Easement for sanitary sewers/storm drainage of record in Book 4298, Page 491, in the Register's Office for Davidson County, Tennessee.
13. Notice of Easement of record in Book 10302, Page 662, in the Register's Office for Davidson County, Tennessee.
14. Permissive Use Agreement of record in Instrument Number 20050509-0052298, in the Register's Office for Davidson County, Tennessee.
15. Subject to rights of others in and to the common areas and/or elements.
16. The taxes for 2016 have been prorated at closing and are assumed by Grantee.
17. This conveyance is subject to all easements, restrictive covenants and conditions, and other matters of record, including all items set out on any applicable plat of record.

Grantor further covenants and binds itself, its heirs and representatives to warrant and forever defend the title to said real estate to said Grantee, its heirs and/or assigns, against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, the "Grantor" has caused its name to be affixed hereto as of the 30th day of September, 2016.

J. Thomas Smith, Trustee for The FRS 2012 Trust

By: _____, Trustee
J. Thomas Smith, Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a notary public in and for said County and State, **J. Thomas Smith**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Trustee of **The FRS 2012 Trust**, the within named bargainor, and that he in such capacity, and on behalf of the said Trust, executed the foregoing instrument for the purpose therein contained, by signing the name of the Trust by himself as Trustee.

Witness my hand and official seal in Nashville, Tennessee this 30th day of September, 2016.

_____
Notary Public

My Commission Expires: 1-8-19

KIMBERLY CARTER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires JAN 8, 2019

I, Kim Carter, do hereby make an oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

SIGN HERE

Kim Carter, Paralegal

STATE OF TN
COUNTY OF Davidson

Personally appeared before me, Heather Wood, a notary public for this county and state, Kim Carter who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Heather D. Wood

Heather Wood

My Commission Expires: **12/16/2017**

