Karen Johnson Davidson County
Batch# 1480191 DEEDWARR
10/02/2026 08:41:30 AM 6 pgs
Fees: $33.00 Taxes: $4,156.75
20261002-0090808

LIMITED WARRANTY DEED	STATE OF TENNESSEE COUNTY OF DAVIDSON I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction, is $1,123,447.00. Affiant Subscribed and sworn to before me, this the 30th day of September, 2026. Notary Public My Commission Expires: 3.21.2028

RACHEL MARIE COLLINS STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF CHEATHAM

THIS INSTRUMENT PREPARED BY
Midtown Title, LLC
1704 Charlotte Avenue, Suite 105
Nashville, TN 37203

Address New Owner:	Send Tax Bills To:	Map-Parcel Number:
Bobby J. Smith Sherry Smith 2850 Morgan Rd Joelton, TN 37080	First National Bank of Middle Tennessee 200 East Main Street McMinnville, TN 37110	015-00-0321.00

STATE OF TENNESSEE

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DAVIDSON

This Indenture, made as of the date set forth below, between **Drees Premier Homes, Inc,, an Ohio Corporation** (referred to hereinafter as "Grantor"), and **Bobby J. Smith and Sherry Smith, husband and wife** (referred to hereinafter as "Grantee").

WITNESSETH:

Grantor, for and in consideration of the sum of ONE MILLION ONE HUNDRED TWENTY THREE THOUSAND FOUR HUNDRED FORTY SEVEN AND 00/100 ($1,123,447.00) Dollars, and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, hereby bargains and sells and does hereby transfer and convey unto Grantee and Grantee's heirs and assigns, (a) that certain land located in Davidson County, Tennessee, as further described in **Exhibit "A,"** attached and incorporated by reference and is commonly known as improved property located at 2850 Morgan Road, Joelton, TN 37080; and (b) all rights and appurtenances of Grantor pertaining thereto, including any right, title, and interest of Grantor (but without warranty, whether statutory, express, or implied) in and to adjacent streets, alleys, or rights-of-way.

The property and property rights described in (a) and (b) above shall be hereinafter collectively referred to as the **"Subject Property".**

The conveyance of the Subject Property is made by Grantor and accepted by Grantee subject to (a) the matters herein stated, (b) all matters of record, including those matters set forth in **Exhibit "B"** attached hereto, and incorporated by reference herein for all purposes, but only to the extent such matters are valid, subsisting and affect the Subject Property (the "**Permitted Exceptions**").

EXCEPT AS TO THE WARRANTY OF TITLE AS EXPRESSLY PROVIDED HEREIN, GRANTEE ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATION WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO, CONVENING, OR WITH RESPECTS TO, (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (ii) THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, (iii) THE COMPLIANCE OF OR BY THE SUBJECT PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (iv) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUBJECT PROPERTY, OR (v) ANY OTHER MATTER WITH RESPECT TO THE SUBJECT PROPERTY. SPECIFICALLY, BUT NOT IN LIMITATION OF THE FOREGOING, GRANTEE FURTHER ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE OF THE SUBJECT PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING WITHOUT LIMITATION, THOSE PERTAINING TO SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE SUBJECT PROPERTY, OR ANY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATION PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE SUBJECT PROPERTY, GRANTEE IS RELYING SOLELY ON GRANTEE'S INVESTIGATION OF THE SUBJECT PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE SUBJECT PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, his/her/their heirs and assigns, forever; and Grantor, for its successors, assigns and legal representatives, does covenant and agree to and with the Grantee, his/her/their heirs and assigns, that Grantor in lawfully seized in fee simple of the aforesaid premises, that the same is free of all encumbrances (subject, however, to (a) the Permitted Exceptions and the matters herein stated; and (b) taxes for the year 2026), that it has a good right to sell and convey the same to Grantee as aforesaid and that it will warrant and forever defend, all and singular, the Subject Property unto Grantee, his/her/their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

SIGNATURES ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this the 30th day of September, 2026.

GRANTOR:

Drees Premier Homes, Inc,, an Ohio Corporation

By: _____
Michael D. Carey, Assistant Secretary

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Michael D. Carey, the within-named Grantor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he is the Assistant Secretary of Drees Premier Homes, Inc,, the maker, and is authorized by the maker to execute the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office this the 30th day of September, 2026.

_____
Notary Public
My Commission expires: 9-3-30

JAKE MOORE
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

EXHIBIT "A"

LEGAL DESCRIPTION

Land located in Davidson County, Tennessee, and being more particularly described as follows

Beginning at an Iron Pin Found (IPF) on the north right-of-way (R.0.W.) Morgan Road (50' R.O.W.), at the southeast comer of Elston and Nancy Winters, as recorded in Instrument No. 20060215-0018208, see also Plat Book #20051027-0130019, Register's Office Davidson County (R.0.D.C.); thence, leaving said road and with Winters, the following calls: with a curve turning to the left with an arc length of 39.32', with a radius of 25.00', with a chord bearing of N 52°44'00" E, with a chord length of 35.39' to an IPF; N 07°07'10" E, passing an IPF at the northeast corner of Winters (#20060215 0018208) and the southeast corner of Elston and Nancy Winters, as recorded in Instrument #20160630-0066675, see also Plat Book #00005200 0000477, R.0.D.C., at 294.57', a total distance of 441.95' to an IPF, at the northeast corner of Winters (#20160630-0066675); N 86°45'46" W, a distance of 245.17" to an IPF, at the northwest corner of Winters; S 05°22'56" E, passing an IPF, at the southwest corner of Winters (#20160630-0066675) and the northwest corner of Elston and Nancy Winters, as recorded in Instrument #20060215-0018208, see also Plat Book #20051027 0130019, at 134.10, a total distance of 220.46' to an IPF, at the northeast corner of Wayne and Claudette Upshur, as recorded in Instrument No. 20190814-0081330, R.0.D.C; thence, with Upshur, the following calls: N 82°58'26" W, a distance of 162.54' to an IPF; S 67°57'15" W, passing an IPF at the northwest corner of Upshur and the northeast corner of Tracey and David Davenport, as recorded in 20050606-0064286, see also Plat Book #20040927 0115999, R.0.D.C. at 23.07', a total distance of 186.27' to an Iron Pin Set (IPS); thence, leaving Davenport and with a new Morgan Road Ventures severance line, the following calls: N 00°53'18" W, a distance of 48.02" to an IPS; N 13°15'47" E, a distance of 230.08" to an IPS; N 60°11'07" E, a distance of 608.64' to an IPS in the center of a 30' Ingress-Egress Easement; thence, with the center of said 30' Easement and continuing with said severance line, S 13°53'50" E, a distance of 235.82' to an IPS; thence, leaving said 30' Easement and continuing with said severance line, the following calls: N 76°55'24" E, a distance of 208.14' to an IPS; S 06°42'31" W, a distance of 316.37' to an IPS, on the north boundary of Jesse and Barbara Sharp, as recorded in Instrument #20160715-0072752, R.0.D.C.; thence, leaving said severance line and with Sharp, N 83°20'10" W, passing an IPF at the northwest comer of Sharp and the northeast corner of Melissa Ellison, at 66.66', a total distance of 214.69' to an IPF, at the northwest corner of Ellison; thence continuing with Ellison, the following calls: S 07°04'57" W, a distance of 303.26' to an IPF; with a curve turning to the left with an arc length of 34.78', with a radius of 25.00', with a chord bearing of S 33°17'22" E, with a chord length of 32.04' to an IPF on the north RO.W. of Morgan Road, at the southwest corner of Ellison; thence, leaving Ellison and with the north R.O.W. of said road, with a compound curve turning to the left with an arc length of 96.54', with a radius of 660.28', with a chord bearing of N 78°03'07" W, with a chord length of 96.46' to the Point of Beginning. Containing 5.57 acres, more or less, as surveyed by T-Square Engineering, J. Mark Cantrell, TN PLS# 1859, on March 26th, 2025, Project No. 21-1127.

The above Tract is subject to a 30' Ingress-Egress Easement being described with the centerline as follows: Commencing at an Iron Pin Found (IPF) on the north Right of Way of Morgan Road, at the southwest corner of Melissa Ellison, as recorded in Instrument #20201231-0154959, see also Plat Book #20040927-0115999, Register's Office Davidson County (R.0.D.C.); thence, leaving Ellison and with the north Right of Way of said road, with a curve turning to the right with an arc length of 48.27', with a radius of 660.28', with a chord bearing of S 75°57'27" E, with a chord length of 48.26' to the Point of Beginning; Said Point being the center of the 30' Easement being described; thence, leaving said road and with the center of the Easement being described, the following calls: N 07°24'53" E, a distance of 321.70' to a Point; N 14°52'29" E, a distance of 135.69' to a Point; N 35°15'41" E, a distance of 60.34' to a Point; N 02°49'35" E, a distance of 58.87' to a Point; N 13°53'50" W, a distance of 235.82' to a Point at the Terminus of the 30' Easement being described, as surveyed by T-square Engineering, J. Mark Cantrell, TN PLS# 1859, on March 26th, 2025, Project No. 21-1127.

Being the same property conveyed to Drees Premier Homes, Inc., an Ohio corporation by Warranty Deed from Bobby J. Smith, Jr., an unmarried man, dated March 2, 2026, recorded March 4, 2026, of record in Instrument No. 20260304-0017137, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. 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.

2. Davidson County taxes for the year 2026 and thereafter, not yet due and payable.

3. Survey matters as shown in Boundary Survey for Lot 1 dated March 26, 2025.

4. Easement for Joint Driveway and Utility, recorded in Instrument No. 20250523-0040828.

5. Mutual Maintenance Agreement as set forth in instrument recorded in Instrument No. 20250523-0040828.

6. Possible Lease recorded in Book 4868, Page 914, Book 9424, Page 431 and Instrument No. 20140520-0043470.

7. Application for Greenbelt Assessment recorded March 13, 2023 in Instrument Nos. 20230313-0018057 and 20230313-0018058.

8. 30' Ingress-Egress Easement of record deed of record in Instrument No. 20250929-0077085 Register's Office for Davidson County, Tennessee.

9. All matters shown on the survey by T-Square Engineering, J. Mark Cantrell, TN PLS# 1859, on March 26th, 2025, Project No. 21-1127.

CERTIFICATE OF AUTHENTICITY

I, Alicia Johnson, do hereby make oath that I am the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 9-30-2026.

Affiant Signature — Date: 9-30-2026

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 9-30-2026.

Notary's Signature

My Commission Expires: 9-21-26

Notary's Seal

JAKE MOORE
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY