

WARRANTY DEED

THIS INDENTURE, made and entered into as of the **9th day of March, 2006**, by and between **Don S. Seward, a married man, and James D. Seward, a married man**, party of the first part, and **Paul Halford and Carolyn Halford, husband and wife**, party of the second part,

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of **Fayette**, State of **Tennessee**:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE PART OF.

Being the same property conveyed to the party of the first part by Quit Claim Deed of record at Instrument Number Book 314, Page 574 in the Register's Office of **Fayette County, Tennessee**.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that they are lawfully seized in fee of the aforescribed real estate; they have a good right to sell and convey the same; that the same is unencumbered, EXCEPT

and 2006 **Fayette** County real estate taxes and subject to Rollback Taxes pursuant to Greenbelt Application of record at Book 2, Page 35, which the party of the second part hereby assumes and agrees to pay; Easements of record at Book 81, Page 674; Book 99, Page 502; Book 149, Page 289, in the aforesaid Register's Office;

and that the title and quiet possession thereto they will warrant and forever defend against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according in their proper gender and number according to the context hereof.

WITNESS the signature of the said party of the first part the day and year first above written.

* See following page for counterpart signature*.


Don S. Seward

James D. Seward

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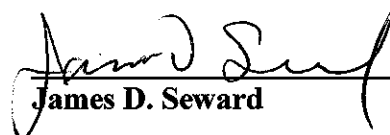
and 2006 **Fayette County** real estate taxes and subject to Rollback Taxes pursuant to Greenbelt Application of record at Book 2, Page 35, which the party of the second part hereby assumes and agrees to pay; Easements of record at Book 81, Page 674; Book 99, Page 502; Book 149, Page 289, in the aforesaid Register's Office;

and that the title and quiet possession thereto they will warrant and forever defend against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according in their proper gender and number according to the context hereof.

WITNESS the signature of the said party of the first part the day and year first above written.

Don S. Seward

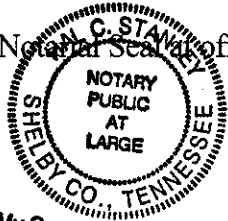


James D. Seward

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **Don S. Seward** to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument and who acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notary Seal at office this **9th day of March, 2006.**





Notary Public

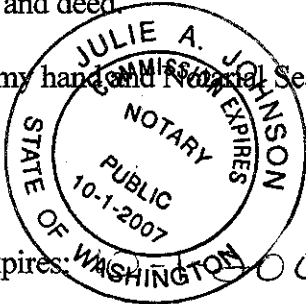
My Commission expires:

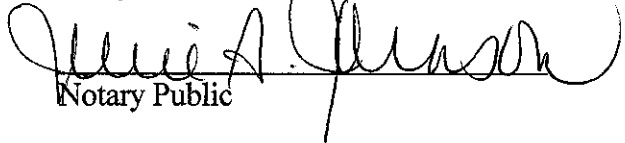
My Commission Expires
Aug. 21, 2007

STATE OF WASHINGTON
COUNTY OF SKagit

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **James D. Seward** to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument and who acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notary Seal at office this **9th day of March, 2006.**





Notary Public

My Commission expires:

(FOR RECORDING DATA ONLY)

Property Address:
Vacant Land, Track 5 Highway 196
Hickory Withe, TN

Property Owner:
Paul Halford & Carolyn Halford
2779 Morning Grove Court
Cordova, TN 38018

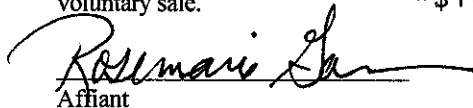
Ward, Block & Parcel Number:
09-105-020.00

Mail tax bills to:
Paul Halford & Carolyn Halford
2779 Morning Grove Court
Cordova, TN 38018

This instrument prepared by and return to:
Hal C. Stanley, P.C.
7515 Corporate Centre Drive
Germantown, TN 38138

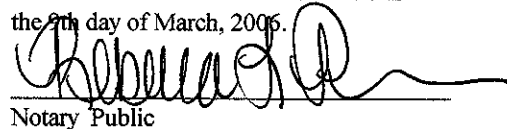
Chicago Title Insurance Company #: 2083387
Hal C. Stanley, P.C.#: 20060047

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is ~~\$151,150.00~~, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale. *\$149,437.50



Affiant

Subscribed and sworn to before me this
the **9th** day of March, 2006.



Notary Public

My Commission Expires:

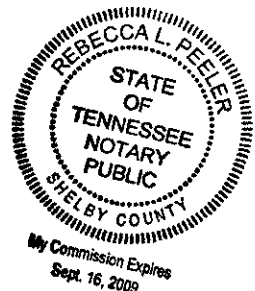


EXHIBIT "A"

Property Description:

A certain real property located on State Route No. 196 in Hickory Withe, Fayette County, Tennessee, and more particularly described as follows:

Beginning at a new iron rebar w/cap in the east Right-Of-Way line of State Route No. 196 (60' R/W), said rebar lying North 00° 52' 02" West 55.40 feet of the most northwestwardly corner of the Joe Gambrell Tract (Deed Book 345, Page 579); Thence with the east Right-Of-Way line of State Route No. 196 North 01° 15' 06" West for 803.88 feet to a new iron rebar w/cap in the north line of the tract willed to J.M. Seward; Thence with the south line of the Rowland Tract (Per Will) North 89° 00' 04" East for 483.26 feet to new iron rebar w/cap in the flow line of a creek; Thence with the said flow line of creek the following five calls and apparent possession lines; [1] South 60° 53' 52" East for 85.92 feet to a new iron rebar w/cap; [2] S 67° 38' 30" East for 330.52 feet to a new iron rebar w/cap; [3] South 89° 56' 11" East for 325.02 feet to a new iron rebar w/cap; [4] North 82° 40' 28" East for 1,540.75 feet to a new iron rebar w/cap; [5] North 82° 41' 07" East for 94.20 feet to a new iron rebar w/cap in the south line of the Donald Anderson Tract (Deed Book 410, Page 750); Thence with said south line of the Anderson Tract North 89° 00' 04" East for 720.73 feet to a new iron rebar w/cap in the west line of the George Dickey Tract (Deed Book 350, Page 490); Thence with said west line of the Dickey Tract South 01° 49' 40" East for 803.88 feet to a new iron rebar w/cap at the intersection of the west line of the Louis Smith Tract (Deed Book 350, Page 970) and the north line of the Joe Gambrell Tract (Deed Book 345, Page 579); Thence with said north line of the Gambrell Tract South 89° 00' 00" West for 3,539.79 feet to the **Point Of Beginning**, containing 2,603,808.5717 square feet or 59.775 acres. All bearings are relative to the recorded deed for the James Seward Tract (Deed Book 314, Page 574).

**FAYETTE COUNTY
TRANSFER**

MAR 20 2006

**MARK WARD
ASSESSOR OF PROPERTY**

BY *Edward J. Pattat*

06002543

4 PGS : AL - WARRANTY DEED	
ED BATCH: 20095	
03/21/2006 - 11:05 AM	
VALUE	149437.50
MORTGAGE TAX	0.00
TRANSFER TAX	552.92
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	575.92

STATE OF TENNESSEE, FAYETTE COUNTY

EDWARD PATTAT
REGISTER OF DEEDS