

OWNER/RESPONSIBLE TAXPAYER:

Map 059, Part of Parcel 009.00 and Parcel 009.01

THIS INSTRUMENT PREPARED BY:

Tennessee Valley Title Insurance Co.
800 S. Gay Street, Suite 1700
Knoxville, Tennessee 37929
File No. 172214 (TMA)

WARRANTY DEED

THIS INDENTURE made as of the ____ day of _____, 2017, between JOE YARBER, First Party, and _____, Second Parties:

WITNESSETH

THAT SAID FIRST PARTY, for and in consideration of the sum of TEN NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, to him in hand paid by said Second Parties, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does by these presents grant, bargain, sell and convey unto Second Parties the real property described as follows:

TRACT I: SITUATED in District No. Eight (8) and Seven (7) of Knox County, Tennessee, and within the corporate limits of the City of Knoxville, Tennessee, and being more particularly bounded and described as follows:

BEGINNING at an iron pin in the southeast right-of-way line of Washington Pike, corner to Simpson, said iron pin being distant 2,100.00 feet, more or less, in a northeasterly direction from the point of intersection of the southeast right-of-way line of Washington Pike with the northeastern right-of-way line of New Beverly Baptist Church Road; thence from said BEGINNING point and with the southeast right-of-way line of Washington Pike, North 33 deg. 38 min. East, 679.72 feet to an iron pin corner to Patton; thence with the line of Patton, South 56 deg. 21 min. East, 282.81 feet to an iron pin in the northwestern right-of-way line of Southern Railroad; thence crossing said railroad, South 56 deg. 21 min. East, 100 feet to an iron pin corner to Patton; thence with the line of Patton, South 56 deg. 21 min. East, 782.32 feet to an iron pin in the line of East Towne Pardners; thence with the line of East East Towne Pardners, South 41 deg. 05 min. West, 289.97 feet to an axle; thence continuing with said line, South 45 deg. 04 min. West, 380.6 feet to a pipe, corner to Simpson; thence with the line of Simpson, North 57 deg. 23 min. West, 815.99 feet to an iron pin in the southeastern right-of-way line of Southern Railroad; thence crossing the Southern Railroad, North 57 deg. 23 min. West, 100 feet to an iron pin corner to Simpson; thence continuing with Simpson's line, North 57 deg. 23 min. West, 135.88 feet to an iron pin, the place of BEGINNING, according to the survey of Tommy J. Hatmaker, dated May 2, 1988, bearing Drawing No. 33,900.

THERE IS EXCLUDED from the above described property that portion conveyed to C. Douglas Irwin by Warranty Deed from Judy Ann Murr, unmarried, dated March 21, 2000, and recorded as Instrument No. 200003290020590, in the Knox County Register's Office.

THERE IS FURTHER EXCLUDED from the above described property that portion conveyed to Southern Railway Company by Warranty Deed from Martha A. Simpson, widow, recorded in Deed Book 399, page 414, in the Knox County Register's Office.

TRACT II: SITUATED in District No. Eight (8) and Seven (7) of Knox County, Tennessee, and within the corporate limits of the City of Knoxville, Tennessee, and a 0.136 acre tract, Judy Ann Murr Property, as shown by map recorded as Instrument No. 200002150009773, in the Knox County Register's Office, to which map specific reference is hereby made for a more particular description.

BEING part of the same property conveyed to Joe Yarber by Quitclaim Deed from Judy Ann Murr, unmarried, dated May 22, 2014, and recorded as Instrument No. 201405280067153, in the Knox County Register's Office.

THIS CONVEYANCE is made subject to any and all applicable restrictions, agreements, easements and building setback lines as are shown in the records of the Knox County Register's Office, and further to any matter and/or condition which would be disclosed by a current, accurate survey or inspection of the property herein described.

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims therein, including homestead. **TO HAVE AND TO HOLD** the same unto the Second Parties, their heirs, successors and assigns forever.

AND said First Party, for himself and his heirs, successors and assigns, does hereby covenant with said Second Parties, their heirs, successors and assigns, that he is lawfully seized in fee simple of the premises above conveyed and has full power, authority and right to convey the same, and that said premises are free from all encumbrances and that he will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever; provided, however, this conveyance is made subject to the matters set forth herein.

Whenever in this instrument a pronoun is used it shall be construed to represent either singular or plural, or the masculine, feminine or neuter gender, as the case may demand.

IN WITNESS WHEREOF, the said First Party hereunder has executed this instrument as of the day and year first above written.

Joe Yarber

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, JOE YARBER, the within named bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office this ____ day of _____, 2017.

Notary Public

My Commission expires:

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is \$_____.

Affiant

Subscribed and sworn to before me this ____ day of _____, 2017.

Notary Public

My Commission Expires: _____