

OWNER/RESPONSIBLE TAXPAYER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

Tennessee Valley Title Insurance Co.  
1500 First Tennessee Plaza  
Knoxville, TN 37929  
(93583)

CLT No. 095KF-012.02

WARRANTY DEED

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, between **REGAL REAL ESTATE COMPANY**, a Tennessee corporation, First Party, and \_\_\_\_\_, of \_\_\_\_\_ County, Tennessee, Second Party:

WITNESSETH:

THAT SAID FIRST PARTY, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, to it in hand paid by said Second Party, 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 Party, the real property described as follows:

SITUATED in District No. Fifteen (15) of Blount County, Tennessee and being known as all of Tract No. 1 of the MCELLIGOTT PROPERTY SUBDIVISION, as the same appears of record in Small Plat Book 4, page 492, in the Register's Office for Blount County, Tennessee and according to the survey of Little River Surveying Company, Townsend, Tennessee, dated March 10, 1995, Job No. 410-1 and being more particularly described as follows:

COMMENCING at a point at the intersection of Laurel Valley Road; thence North 49 deg. 15 min. 38 sec. West, a distance of 101.26 feet to the point of beginning; thence North 20 deg. 41 min. 26 sec. West, a distance of 77.83 feet to an iron pin in the west right of way of Laurel Road; thence with said right of way, North 27 deg. 27 min. 03 sec. West, a distance of 39.06 feet to an iron pin; thence North 29 dg. 40 min. 48 sec. West, a distance of 128.86 feet to an iron pin; thence leaving said right of way, South 67 deg. 54 min. 26 sec. West, a distance of 283.21 feet to an iron pin; thence South 11 deg. 15 min. 32 sec. East, a distance of 104.05 feet to an iron pin; thence South 47 deg. 52 min. 31 sec. East, a distance of 229.61 feet to an iron pin; thence North 50 deg. 03 min. 01 sec. East, a distance of 55.60 feet to an iron pin; thence North 52 deg. 11 min. 25 sec. East a distance of 175.28 feet to the point of beginning, containing approximately 1.82 acres.

TOGETHER with and subject to a 50 foot permanent, non-exclusive easement for ingress and egress of record in Deed Book 564, page 245 and shown by map of record.

BEING part of the property conveyed to Regal Real Estate Company by deed dated July 13, 2009 and being recorded in Record Book 2239, page 187, in the Blount County Register's Office.

with the hereditaments and appurtenances thereto appertaining, and all covenants and warranties running in favor of the First Party relating to the property; TO HAVE AND TO HOLD the same unto the Second Party, his heirs, successors and assigns forever.

AND said First Party, for itself and its successors and assigns, does hereby covenant with said Second Party, his heirs, successors and assigns, that it 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 except taxes for the year 2008, which shall be prorated as of the date of closing and which Second Party assumes and agrees to pay, and the following matters:

This conveyance is made subject to any and all applicable restrictions, agreements, easements and building setback lines as are shown in the records in the Blount 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.

and that it will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

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 has caused this instrument to be executed and its name to be signed hereto by its duly authorized officer the day and year first above written.

REGAL REAL ESTATE COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, \_\_\_\_\_, with whom I am personally acquainted, and who acknowledged him/herself to be the \_\_\_\_\_ of REGAL REAL ESTATE COMPANY, the within named bargainor, a Tennessee corporation, and that he as such Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as such Officer.

WITNESS my hand and official seal at office in \_\_\_\_\_ County, this \_\_\_\_ day of \_\_\_\_\_, 2009.

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public

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 \_\_\_\_\_, 2009.

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public