

THIS INSTRUMENT PREPARED BY:
PHILLIPS M. SMALLING, ATTORNEY
P.O. BOX 340
BYRDSTOWN, TN 38549

PERSON OR AGENCY
RESPONSIBLE FOR
PAYMENT OF TAXES:
John L. Moore
765 N.W. 3rd Terrace
Florida City, Florida 33034

110 1.01
MAP___GP___CPL/MAP___PARCEL___
N/C (SPLIT) COMB
ROGER COMPTON
ASSESSOR OF PROPERTY
FENTRESS COUNTY
JAMESTOWN, TN 38556

WARRANTY DEED

This indenture made and entered into on this the 15th day of December, 2005, by and between

WILDER MOUNTAIN, LLC , an Ohio Limited Liability Company
(authorized to do business in the State of Tennessee)

hereinafter referred to as the GRANTOR, and

JOHN L. MOORE, a single person

hereinafter referred to as the GRANTEE.

WITNESS, that for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said GRANTOR has this day bargained and sold and by these presents does transfer and convey unto the said GRANTEE, HIS heirs and assigns, the following described tract or parcel of land, to-wit:

TRACT "A":

Lying and being in the 4th Civil District of FENTRESS COUNTY, TENNESSEE, and being **LOT #48 and LOT #49 OF "WILDER MOUNTAIN, PHASE 2**, being a development of J.J. DETWEILER ENTERPRISES, INC., and being depicted on a survey plat prepared by Christopher M. Vick, R.L.S. #2164, and being of record in Plat Book P5, Page 37, of the Register's Records for Fentress County, Tennessee, to which reference is here made for a complete description of the property.

EASEMENT:

The Grantor reserves an easement over the above described tract along the path of any existing road as depicted on the master subdivision/development plat referenced above in a total width of twenty-five (25) feet from the centerline of the road. The easement is permanent and is for the purpose of ingress and egress to the above tract as well as all other adjoining or contiguous tracts in the development known as Wilder Mountain Development. The easement is also for the purpose of underground utilities at the discretion of the Developer. The described easement attaches to and runs with the land and may be assignable in the event of dedication for roads as described in the applicable restrictive covenants.

UTILITY EASEMENT:

The Grantor reserves a permanent utility easement of ten (10) feet running parallel to the adjoining road right-of-way line of each lot or tract that is depicted on the master subdivision/development plat and as described above. The utility easement may be for use for water lines, natural gas lines, overhead or underground electric or related utilities. In addition to the permanent easement an additional five (5) feet beyond the permanent utility easement is reserved as a temporary construction and maintenance easement for said utilities. The total width of permanent and temporary easements is fifteen (15) feet from the right-of-way line of the road that adjoins each lot or tract with said easements running parallel to that road right-of-way line. These described permanent and temporary easements shall attach to and run with the land. The easement shall include the right to enter on the lands of Grantee at the location of the easement for initial construction of utilities as well as maintenance and repair of utilities by both private and public utility companies, if applicable.

It is also subject to the DECLARATION OF PROTECTIVE COVENANTS, ROADS AND COMMON LANDS for "WILDER MOUNTAIN, PHASE II" which has been placed of record in the Register's Office for Fentress County, Tennessee, in Book 85, Pages 142-149.

Reference is made to an instrument titled Assignment, dated September 26, 2005, wherein all rights, duties and obligations of J.J. Detweiler Enterprises, Inc. were assigned and conveyed to Wilder Mountain, LLC, the Grantor herein, and of record in Book 86, Page 862, of the Fentress County Register's Records. The Grantee herein acknowledges that Wilder Mountain, LLC holds the rights as "Developer" described in Restrictive Covenants applicable to this tract.

BEING A PORTION OF THE PROPERTY CONVEYED IN A QUITCLAIM DEED FROM J.J. DETWEILER ENTERPRISES, INC. TO WILDER MOUNTAIN, LLC, an Ohio Limited Liability Company (authorized to do business in the State of Tennessee) dated September 6, 2005, OF RECORD IN BOOK 85, PAGES 635-642, REGISTER'S OFFICE, FENTRESS COUNTY, TENNESSEE.

TRACT "B":

Lying and being in the 4th Civil District of FENTRESS COUNTY, TENNESSEE, and being **LOT #222 OF "WILDER MOUNTAIN, PHASE 6**, being a development of J.J. DETWEILER ENTERPRISES, INC., and being depicted on a survey plat prepared by Christopher M. Vick, R.L.S. #2164, and being of record in Plat Book P5, Page 48, of the Register's Records for Fentress County, Tennessee, to which reference is here made for a complete description of the property.

EASEMENT:

The Grantor reserves an easement over the above described tract along the path of any existing road as depicted on the master subdivision/development plat referenced above in a total width of twenty-five (25) feet from the centerline of the road. The easement is permanent and is for the purpose of ingress and egress to the above tract as well as all other adjoining or contiguous tracts in the development known as Wilder Mountain Development. The easement is also for the purpose of underground utilities at the discretion of the Developer. The described easement attaches to and runs with the land and may be assignable in the event of dedication for roads as described in the applicable restrictive covenants.

UTILITY EASEMENT:

The Grantor reserves a permanent utility easement of ten (10) feet running parallel to the adjoining road right-of-way line of each lot or tract that is depicted on the master subdivision/development plat and as described above. The utility easement may be for use for water lines, natural gas lines, overhead or underground electric or related utilities. In addition to the permanent easement an additional five (5) feet beyond the permanent utility easement is reserved as a temporary construction and maintenance easement for said utilities. The total width of permanent and temporary easements is fifteen (15) feet from the right-of-way line of the road that adjoins each lot or tract with said easements running parallel to that road right-of-way line. These described permanent and temporary easements shall attach to and run with the land. The easement shall include the right to enter on the lands of Grantee at the location of the easement for initial construction of utilities as well as maintenance and repair of utilities by both private and public utility companies, if applicable.

It is also subject to the DECLARATION OF PROTECTIVE COVENANTS, ROADS AND COMMON LANDS for "WILDER MOUNTAIN, PHASE VI" which has been placed of record in the Register's Office for Fentress County, Tennessee, in Book 88, Pages 288-295.

BEING A PORTION OF THE PROPERTY CONVEYED IN A QUITCLAIM DEED FROM J.J. DETWEILER ENTERPRISES, INC. TO WILDER MOUNTAIN, LLC, an Ohio Limited Liability Company (authorized to do business in the State of Tennessee) dated September 6, 2005, OF RECORD IN BOOK 85, PAGES 635-642, REGISTER'S OFFICE, FENTRESS COUNTY, TENNESSEE.

The preparer of this deed makes no representation as to the status of the title to the property described herein, unless a separate title opinion has been issued.
This deed was prepared from information furnished by the grantor.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging unto the said GRANTEES, their heirs and assigns, forever; and the said GRANTORS do covenant with the said GRANTEES that they are lawfully seized and possessed of said land in fee simple; have a good and lawful right to convey same, and that the same is unencumbered.

The GRANTORS further covenant and bind themselves, their heirs and representatives, to warrant and forever defend the title to said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever.

When necessary for a proper construction hereof, the plural case shall be read singularly, and so construed.

WITNESS my hand on this the day and date first above written.

WILDER MOUNTAIN, LLC

By 
JOSEPH J. DETWEILER,
Managing Member

STATE OF OHIO

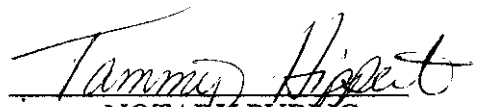
COUNTY OF STARK

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named JOSEPH J. DETWEILER, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be MANAGING MEMBER of WILDER MOUNTAIN, LLC, the within bargainor, and being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of JOSEPH J. DETWEILER as MANAGING MEMBER of WILDER MOUNTAIN, LLC.

Witness my hand and official seal of office in Uniontown, Ohio, on this the 15 day of December, 2005.

Commission Expires:

1-3-10


NOTARY PUBLIC



TAMMY HIPPERT, Notary Public
Residence - Portage County
State Wide Jurisdiction, Ohio
My Commission Expires January 3, 2010

BK/PG:91/857-859

05004925

3 PGS : AL - WARRANTY DEED	
TRISH BATCH: 6598	
12/27/2005 - 02:24:35 PM	
VALUE	147800.00
MORTGAGE TAX	0.00
TRANSFER TAX	546.86
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	564.86

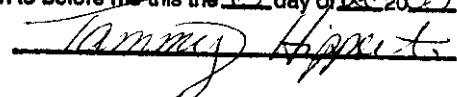
STATE OF TENNESSEE, FENTRESS COUNTY

FAYE STEPHENS

I, or we, hereby swear or affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater is \$ 147,800.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.


AFFIANT

Subscribed and sworn to before me this the 15 day of Dec 2005





TAMMY HIPPERT, Notary Public
Residence - Portage County
State Wide Jurisdiction, Ohio
My Commission Expires January 3, 2010