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

PERSON OR AGENCY RESPONSIBLE FOR PAYMENT OF TAXES: John Moore 15173 67th Court, North Loxahatchee, FL 33470 MAP GP CTL/MAP PARCEL SPLIT COMB MARVEY STOWERS ASSESSOR OF PROPERTY FENTRESS COUNTY

WARRANTY DEED

This indenture made and entered into on this the	<u> </u>	day of
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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 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:

Lying and being in the 4th Civil District of FENTRESS COUNTY, TENNESSEE, and being LOT #308 OF "WILDER MOUNTAIN, PHASE 8, 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 53, 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 VIII" which has been placed of record in the Register's Office for Fentress County, Tennessee, in Book 90, Pages 555-562.

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 foregoing is encumbered by a Deed of Trust in favor of PEE DEE FARM CREDIT, ACA, of record in Record Book 72, Page 434, Register's Office for Fentress County, Tennessee, and will continue to be an encumbrance pending full payment of the purchase price by the grantee. The grantor warrants that upon payment in full of the purchase price by the grantee the encumbrance will be removed so as to render free, clear and marketable title.

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

EPH'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 4th day of March day of Narch

2010.

Commission Expires:

2-22-15

BK/PG: 170/594-596

10000774

3 PGS : AL - WARRA	NTY DEED	
TRISH BATCH: 21317	03/19/2010 - 11:00:28 AM	
VALUE	55000.00	
MORTGAGE TAX	0.00	
TRANSFER TAX	203.68	
RECORDING FEE	15.00	
ARCHIVE FEE	0.00	
DP FEE	2.00	
REGISTER'S FEE	1.00	
TOTAL AMOUNT	221 60	

STATE OF TENNESSEE, FENTRESS COUNT **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 \$ 55,000, which amount is equal to or greater than the amount which the property transferred would command at

AFFIANT Subscribed and sworn to before me this the

day of 1 2010

TAMMY HIPPERT, Notary Public Residence - Portage County State Wide Jurisdiction, Ohio

Book 170 Page 596

Commission Expires Feb. 22, 2015