Mail

THIS INSTRUMENT PREPARED BY:

Homer R. Ayers, Attorney At Law
P. O. Box 904
303 Frances Street
Goodlettsville, Tennessee 37070-0904

Warranty Deed

ADDRESS NEW OWNERS:	PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF REAL PROPERTY TAXES:	MAP-PARCEL NOS.
Arliss Ray Bess, Jr. 1361 Campbell Road Goodlettsville, TN 37072	Same as New Owner	Map 32 Parcel 169 Field Book 10D52349

THIS WARRANTY DEED is made and entered into on the day and date last acknowledged below, by and between MILDRED G. BESS, an unmarried woman, hereinafter referred to as the "GRANTOR", and ARLISS RAY BESS, JR., a single man, hereinafter referred to as the "GRANTEE";

WITNESSETH:

WHEREAS, on February 17, 1994, by instrument filed for record in Book 9267, page 452, Register's Office for Davidson County, Tennessee, Mildred G. Bess, an unmarried woman, conveyed to R. Grantham Brown, et al, Trustees, the real property hereinbelow described, to secure to Nashville Bank of Commerce one note dated February 17, 1994 in the original principal amount of $45,000.00, payable as provided therein; and,

WHEREAS, the GRANTEE, Arliss Ray Bess, Jr., paid all payments due to be paid under the said Note and Deed of Trust and further agrees to pay all future payments due to be paid under the said Note and Deed of Trust; and,

WHEREAS, on July 13, 1994, by Quitclaim Deed filed for record in Book 9407, page 397, Register's Office for Davidson County, Tennessee, Mildred G. Bess, an unmarried woman, conveyed the property described herein to Mildred G. Bess and Arliss Ray Bess, Jr., as joint tenants, with survivorship obtaining; and,

WHEREAS, the parties desire that the property described herein be vested in Arliss Ray Bess, Jr., his heirs or assigns, in fee simple, subject to the said Deed of Trust and Note or mortgage in favor of Nashville Bank of Commerce.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, the premises shown and other good and valuable considerations, the receipt of all of which are hereby acknowledged, Mildred G. Bess, a single woman, hereinafter referred to as the "GRANTOR", has this day bargained and sold, and by these presents does hereby transfer and

convey unto ARLISS RAY BESS, JR., a single man, his heirs or assigns, hereinafter referred to as the "GRANTEE", all of the GRANTOR'S right, title or interest in and to that certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

> A certain tract or parcel of land in the Second Civil District of Davidson County, Tennessee, described as Tract One on the unrecorded survey dated May 26, 1987, by John D. Spry, Registered Land Surveyor, License No. 727 (Job No. 87-088), as follows:
>
> BEGINNING at an iron pin set on the south right-of-way line of Campbell Road, said pin being the common north property corner of Arliss R. Bess, et al, as of record in Deed Book 2863, page 573, Register's Office for Davidson County, Tennessee, and Norma Jean Grissom, as of record in Deed Book 3998, page 733, said Register's Office; thence, eastwardly with the south right-of-way line of Campbell Road and a 453.28 foot radius curve to the left having a distance of 293.81 feet to an iron pin set, said curve has a chord bearing and distance of South 87 deg. 09' 17" East 288.26 feet; thence, leaving said right-of-way line with a new line South 12 deg. 52' 24" East, a distance of 194.87 feet to an iron pi set by a utility pole; thence, South 07 deg. 10' 05" West, a distance of 453.04 feet to an iron pin set; thence, North 89 deg. 27' 20" East, a distance of 331.07 feet to an iron pin set in the west property line of Tract One of the James S. Bogle property, as of record in Deed Book 6513, page 150, Register's Office for Davidson County, Tennessee; thence, with the west property line of James S. Bogle in part, South 00 deg. 32' 40" East, a distance of 203.03 feet to an existing iron pin, said pin being the northeast property corner of R.S. Jackson, et ux, as of record in Deed Book 1227, page 285, said Register's Office; thence, with the north property line of R.S. Jackson, et ux, part, North 85 deg. 39' 09" West, a distance of 705.68 feet to an existing iron pin, said pin being the southeast property corner of the James D. Brinkley property, as of record in Deed Book 4034, page 772, said Register's Office; thence, leaving the north property line of R.S. Jackson, et ux, with the east property line of James D. Brinkley, North 02 deg. 58' 48" West, a distance of 268.51 feet to an existing fence post; thence, continuing with the east property line of James D. Brinkley in part, North 35 deg. 56' 52" West, a distance of 192.01 feet to an existing iron pin, said pin being the south property corner of Norma Jean Grissom; thence, leaving the east property line of James D. Brinkley with the east property line of Norma Jean Grissom North 30 deg. 34' 59" East, a distance of 437.42 feet to the point of beginning and containing 395.790 square feet or 9.09 acres, more or less.
>
> Being the same property conveyed to Mildred G. Bess and Arliss Ray Bess, Jr., as joint tenants, with survivorship obtaining, by deed of record in Book 9407, page 397, Register's Office for Davidson County, Tennessee.
>
> The mailing address for the said property is 1361 Campbell Road, Goodlettsville, TN 37072.
>
> The legal description, as hereinabove set forth, is the same as that contained in the previous deed of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, his heirs and assigns, forever.

And the GRANTOR does covenant with the said GRANTEE that she is lawfully seized and possessed of an interest in the said property as joint tenants with the GRANTEE, with survivorship obtaining, has a good right to convey her interest in same, and warrants that the said property is free and unencumbered, except for:

1. 1998 real property taxes, which are a lien but not yet due and payable, and which will be paid in full by the GRANTEE, when due; and,
2. Subject to a Deed of Trust or mortgage of record in Book 9267, page 452, Register's Office for Davidson County, Tennessee, executed by Mildred G.

Bess to R. Grantham Brown, et al, Trustees, to secure to Nashville Bank of Commerce one note dated February 17, 1994 in the original principal amount of $45,000.00, which will be assumed, in full, by the GRANTEE, paid in a timely manner, and the GRANTEE agrees to indemnify and hold harmless the GRANTOR from any cost, expense or judgment relating to any claim, demand or suit concerning the said mortgage, including the GRANTOR'S reasonable attorney's fees, court costs and other litigation expenses.

And the GRANTOR does further covenant and bind herself, her heirs and personal representatives to warrant and forever defend the title to the said land unto the said GRANTEE, his heirs and assigns, against the lawful claims of all persons whomsoever, except as otherwise set forth herein.

WITNESS our hands on the day and date last acknowledged below.

"GRANTOR"

Mildred G. Bess
MILDRED G. BESS

"GRANTEE"

A Ray Bess Jr
ARLISS RAY BESS, JR.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

WITNESS my hand, at office, this the 4 day of Feb., 1998.

Patsy C. Davidson
NOTARY PUBLIC

PATSY C. DAVIDSON
NOTARY PUBLIC AT LARGE
SUMNER COUNTY, TN
MY COMMISSION EXPIRES
DECEMBER 6, 2001

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, ARLISS RAY BESS, JR., with whom I am personally acquainted (or 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, at office, this the 4 day of Feb., 1998.

Patsy C. Davidson
NOTARY PUBLIC

PATSY C. DAVIDSON
NOTARY PUBLIC AT LARGE
SUMNER COUNTY, TN
MY COMMISSION EXPIRES
DECEMBER 6, 2001

BOOK 10785 PG 481

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value, whichever is greater, for this transfer is $55,000.00.

C Ray Bell Jr
Affiant

Sworn to and subscribed before me, this the 4 day of February, 1998.

Patsy C. Davidson
NOTARY PUBLIC

PATSY C. DAVIDSON
NOTARY PUBLIC AT LARGE
SUMNER COUNTY, TN
MY COMMISSION EXPIRES
DECEMBER 6, 2001

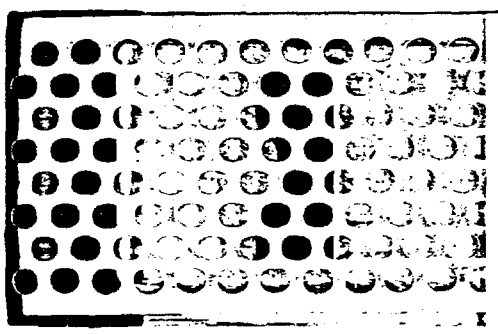
0398051

IDENTIFICATION REFERENCE

98 FEB -6 AM 9:56

REGISTER

0542 02/06 0101 03CHECK



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 10785 PG 482

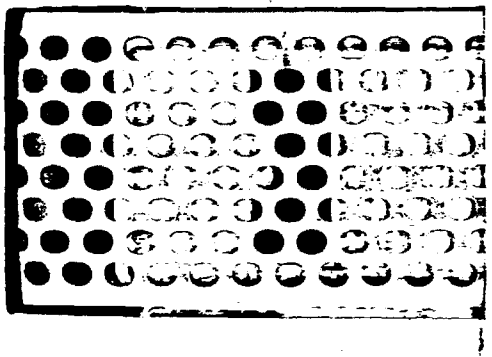
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 55000.00
CON TX 203.50
PRFEE 1.00
WDEED 16.00
TOTAL 220.50
CHECK 220.50

02/06/98 01 10:01 0001 0542

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



0398051
IDENTIF. & REFERENCE

98 FEB -6 AM 9:56

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 1251089