This Instrument Prepared by: A. Harrison Johnson, Jr., Attorney
213 Fifth Avenue, North
Nashville, TN 37219
(615) 259-9337

New Owner's Name and Address:	Mail Tax Notices to:	Tax Map and Parcel#:
Peggy A. Luton 3912 Trimble Road Nashville, TN 37215	Same	Map 130-07-0 Par. 0.510

Davidson County DEEDWARR
Recvd: 08/31/01 10:28 3pgs
Fees:18.00 Taxes:1729.75
20010831-0094640

WARRANTY DEED

THIS DEED is made as of August 30, 2001, by and between the Grantor, DUDLEY WARNER (the "Grantor") and PEGGY A. LUTON (the "Grantee").

WITNESSETH: THAT, For and in consideration of the sum of $10.00 and other good and valuable considerations, in hand paid to the Grantor, receipt whereof is hereby acknowledged, the Grantor herein has bargained and sold to the Grantee, and does hereby bargain, sell and convey unto PEGGY A. LUTON (the "Grantee") the following described "Property" located in Davidson County, Tennessee:

> Land in Davidson County, Tennessee, being the southerly one-half of Lot No. 181-A and Lot No. 181-B, on the Map of the Resubdivision of Royal Oaks, as of record in Book 974, pages 4 and 5, Register's Office for Davidson County, Tennessee.
>
> Said southerly one-half of Lot No. 181-A and Lot No. 181-B adjoin and front together 150 feet on the easterly side of Westview Avenue, and extend back between parallel lines 300 feet to a dead line on the rear, on which they measure 150 feet.
>
> Being the same property conveyed by deed from Siansconset Properties, G.P., to Dudley Warner, of record in Instrument No. 20010807-0084533, Register's Office for said County.

Said Property is improved property, having an address at 706 Westview Avenue, in the City of Nashville, Tennessee 37205 (the "Property Address" herein).

TOGETHER WITH all easements, rights, hereditaments and appurtenances, now or hereafter a part of the Property.

TO HAVE AND TO HOLD the said Property, with all the easements,

rights, appurtenances and hereditaments thereunto belonging or in any wise appertaining, unto the Grantee, and the Grantee's successors and assigns, in fee simple forever.

And, the Grantor does covenant with the Grantee, that it is lawfully seized of the said Property in fee simple, has a good right to convey it, and that the Property is unencumbered and unrestricted, except for those Permitted Exceptions described below:

1. Taxes for the year 2001, which have been prorated at closing and assumed by the Grantee.

2. Subject to all matters shown on the Plans or Plats of record, as described above.

3. Subject to all applicable municipal ordinances, rules and regulations.

4. The Property is conveyed in an "as-is, where-is" condition, without any representations or warranties, express or implied, that the Property is fit for or suitable for any use or purpose.

And, the Grantor does covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the Property to the said Grantee, and its successors and assigns, against all lawful claims and demands of all persons, subject to the Permitted Exceptions.

Beth Warner, wife of Dudley Warner, joins herein for the sole and express purpose of quitclaiming and releasing any right, title or interest which she may now have, or in the future, in the Property unto the said Grantee (including, but not limited to, any marital claim or spousal interest which she may now or later have in the Property).

IN WITNESS WHEREOF, the Grantor has executed this deed as of the day and year first above written.

Dudley Warner

Beth Warner

Beth Warner

ACKNOWLEDGMENT

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

On August 31, 2001, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared Dudley Warner and wife, Beth Warner, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged themselves to be the within named bargainors; and that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal.

Signature _____
My Commission Expires: 7/26/2003

NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires JULY 26, 2003

Affidavit of Value:

I, the undersigned affiant, hereby swear or affirm, to the best of my knowledge, information and belief, the actual consideration or value of the Property transferred, whichever is greater, is **$467,500**, which amount is equal to or greater than the amount the Property would command at a fair and voluntary sale.

Peggy A. Warner
_____, Affiant

NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Subscribed and sworn to before me, ~~this~~ the 31st day of August, 2001.

_____
Notary Public
My Commission Expires: 7/26/2003

My Commission Expires JULY 26, 2003

The legal description and the Permitted Exceptions are believed to be accurate. They have been obtained by the drafter from the Grantor and third parties. The drafter makes no warranty or representation as to the truth or accurancy therof.