PREPARED BY:
COMMONWEALTH TITLE AGENCY OF NASHVILLE, INC.
333 GALLATIN ROAD SOUTH
MADISON, TN 37115

CO[illegible] AGENCY
[illegible] SOUTH
MADISON, TN 37115

SPECIAL WARRANTY DEED

THIS INDENTURE is made and entered into this 26th day of September, 2001 between ** hereinafter called GRANTOR, and RAYMOND POPE, UNMARRIED, hereinafter called GRANTEE.

W I T N E S S E T H: That for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, I, , hereinafter referred to as Grantor, do hereby bargain, sell, transfer and convey unto RAYMOND POPE, UNMARRIED, hereinafter referred to as Grantee, his/her successors, heirs and assigns, certain real estate located in DAVIDSON County, Tennessee, being more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference, together with all right, title and interest of Grantor in and to any easements and rights-of-way adjoining or abutting said real estate and any covenants and other rights appurtenant thereto (the "Property"). This conveyance of the "Property" and all covenants and warranties contained herein, are made expressly subject to the exceptions and other matters set forth in Exhibit "B", which is attached hereto and incorporated herein by reference.**

This is improved property known as 709 COGGIN PASS, MADISON, TN 37115.

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estate, title and interest unto Grantee, his/her heirs, successors and assigns forever. The Grantor does covenant and agree with the said Grantee that Grantor is lawfully seized and possessed of the said real estate and that Grantor has a good and lawful right to sell the same. The Grantor further covenants that the same is unencumbered except as otherwise set forth in Exhibit "B".

The said Grantor hereby covenants that said Grantor and its successors and assigns shall and will WARRANT AND DEFEND the title to the premises unto the said Grantee, his/her successors, heirs and assigns FOREVER against the lawful claims of all persons claiming by, through or under the Grantor BUT NOT OTHERWISE.

WITNESS the hands and seals of Grantor's duly authorized official on the day and year first above written.

CECIL CORLEY REVOCABLE LIVING TRUST DATED MARCH 4, 1998

BY: Joe H. Corley Trustee
JOE H. CORLEY, SUCCESSOR TRUSTEE

**JOE H. CORLEY, SUCCESSOR TRUSTEE OF THE CECIL CORLEY REVOCABLE LIVING TRUST DATED MARCH 4, 1998

RETURN TO:
COMMONWEALTH TITLE AGENCY OF NASHVILLE, INC.
333 GALLATIN ROAD SOUTH
MADISON, TN 3 7115

Davidson County DEEDWARR
Recvd: 10/02/01 18:19 3pgs
Fees:18.00 Taxes:301.55

20011002-0106974

STATE OF Tennessee)
COUNTY OF _____)

Personally appeared before me, the undersigned Notary Public of the aforesaid County and State, **JOE H. CORLEY,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged or himself to be SUCCESSOR TRUSTEE of **the CECIL CORLEY REVOCABLE LIVING TRUST**, the within named bargainor, and that he as such **SUCCESSOR TRUSTEE**, executed the foregoing instrument for the purpose therein contained, by signing the name of the TRUST by himself as **SUCCESSOR TRUSTEE**.

Witness my hand, at office, in Madison Tennessee County, this 26, day of September 2001.

Notary Public

My Commission Expires: 5/30/2004

DENISE C. ALLIS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE

Name and Address of Property Owner:

RAYMOND POPE, UNMARRIED
360 SHUTE LANE, HENDERSONVILLE, TN 37075

Property Address:

709 COGGIN PASS
MADISON, TN 37115

Person Responsible for Taxes:

SAME

Map & Parcel #: MAP 52-12, PARCEL 43

AFFIDAVIT OF VALUE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater is **$81500**, which amount is equal to, or greater than, the amount which the property, or interest in property transferred, would command at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me, a Notary Public, this 26 day of Sept., **2001.**

Notary Public

My Commission Expires: 5/30/2004

DENISE C. ALLIS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE

EXHIBIT 'A'

LAND in Davidson County, Tennessee, being Lot No. 21 on the Plan of Marlin Meadows, Section II, of record in Plat Book 1835, page 127, Register's Office for said County, to which plan reference is hereby made for a more complete description.

BEING the same property conveyed to CECIL CORLEY, TRUSTEE OF THE CECIL CORLEY REVOCABLE LIVING TRUST DATED MARCH 4, 1998, by Deed from CECIL CORLEY LIMITED PARTNERSHIP, of record in book 11750, page 787, Register's Office for DAVIDSON County, Tennessee. The said CECIL CORLEY having since died, JOE H. CORLEY was named successor trustee pursuant to Item VII of the said trust agreement, with all rights and powers to sell the subject property.

EXHIBIT 'B'

1. All REAL PROPERTY taxes for the year 2002 and subsequent years, A LIEN, not yet due and payable (MAP 52-12, PARCEL 43, 2000 REAL PROPERTY TAXES ARE PAID IN THE AMOUNT OF 864.96).

2. All matters as set forth on the Plan of record in Plat Book 1835, page 127, said Register's Office, including any and all setback lines, easements, notes, restrictions, etc., as may be shown thereon, including a 30-foot minimum building setback line from Coggin Pass and a 10-foot public utility and drainage easement along the rear property line.

3. Restrictive Covenants recorded in Deed Book 2084, Page 249, Register's Office for DAVIDSON County, Tennessee.