THIS INSTRUMENT WAS PREPARED FROM INFORMATION FROM OTHERS BY:
J. STEPHEN BROWN, P.C.
ATTORNEY AT LAW
326 NORTH CUMBERLAND STREET
LEBANON, TN 37087

Map: 72-06
Group:
Parcel: 130

Improved: X
Unimproved:

TAX BILLS TO:
Jerry Wiley et ux
933 Elvira
Nashville, TN 37216

ADDRESS OF NEW OWNER (S):
Jerry Wiley et ux
933 Elvira
Nashville, TN 37216

STATE OF TENNESSEE)
COUNTY OF Wilson)

The actual consideration or value, whichever is greater, for this transfer is $ 52,000

Jerry Wiley
Affiant

Subscribed and sworn to before me on this 17 day of April, 2002.

J. Stephen Brown
Notary Public

NOTARY PUBLIC AT LARGE WILSON CO. TENN.

My Commission Expires: 10-7-2003

Davidson County DEEDWARR
Recvd: 04/19/02 09:41 3pgs
Fees:18.02 Taxes:192.40
20020419-0048800

WARRANTY DEED

WHEREAS, JERRY WILEY and wife, HARRIET D. WILEY, (the "Grantees"), are the owner and holder of a certain promissory note dated June 22, 1998, from Norman David Morris (the "Grantor"), to the Grantees, in the original principal amount of Fifty-One Thousand Four Hundred Twenty-Five Dollars ($51,425.00), which is secured by a deed of trust of record in Record Book 10991, Page 601, Register's Office for Davidson County, Tennessee;

WHEREAS, the Grantor, and the Grantees have entered into a certain Forbearance and Settlement Agreement of even date herewith;

NOW THEREFORE, for and in consideration of the sum of TEN DOLLARS ($10.00), cash in hand paid by the hereinafter named Grantees, and other good and valuable consideration including the terms and conditions of the aforestated Forbearance and Settlement Agreement, the receipt and sufficiency of which is hereby acknowledged, **NORMAN DAVID MORRIS**, an unmarried person, hereinafter called the Grantor, has this day bargained and sold, and by these presents does hereby transfer and convey unto **JERRY WILEY and wife, HARRIET D. WILEY**, hereinafter called the Grantees, their heirs and assigns, the following described tract or parcel of land, together with all improvements and appurtenances thereunto belonging, situate and lying in Davidson County, Tennessee, and being more particularly described as follows:

> Being the West 62 ½ feet of Lot No. 7 on the Revised and Corrected Map of E. J. Childer's Subdivision of the Ambrose Tract, of record in Book 332, Page 134, Register's Office for said County.
>
> Said part of said lot fronts 62 ½ feet on the south side of Elvira Avenue and runs back between parallel lines 180 feet to a dead line.

DEED REFERENCE:
Being the same property conveyed to Norman David Morris, by deed from Jerry Wiley and wife, Harriet D. Wiley dated June 22, 1998, and of record in Book 10991, Page 597, Register's Office of Davidson County, Tennessee.

This legal description is the same as in the previous deed of record.

This is improved property known as 1008 Elvira Avenue, Nashville, TN.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to said Grantees, their heirs and assigns, forever; and Grantor does covenant with said Grantees that Grantor is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except as otherwise herein set out; and Grantor does further covenant and bind himself, his heirs and representatives, to warrant and forever defend the title to said land to said Grantees, their heirs and assigns, against the lawful claims of all persons whomsoever.

The real property taxes for the year 2002 shall be assumed by the Grantees. The real property taxes for all prior years shall be paid by the Grantor herein.

This conveyance is made subject to a Deed of Trust from Norman David Morris to J. Stephen Brown, Trustee, securing an indebtedness to Jerry Wiley and Harriet D. Wiley in the amount of $51,425.00 dated June 22, 1998 and recorded in Book 10991 Page 601 Register's Office of Davidson County, Tennessee.

Also subject to the notes, details and accuracy of the Plan of record in Plat Book 332, Page 134, Register's Office for Davidson County, Tennessee, including but not limited to all setback lines, rear yard lines, side yard lines, drainage and public utilities easements, other easements, driveway location restrictions, and other matters shown thereon.

The Deed of Trust which the aforedescribed property is conveyed subject to, will not merge into fee simple title, and will continue in full force and effect after this conveyance.

Possession to be given with delivery of deed.

WITNESS MY HAND on this the 17 day of April, 2002

GRANTOR:

Norman David Morris
NORMAN DAVID MORRIS

STATE OF TENNESSEE
COUNTY OF WILSON

Personally appeared before me, the undersigned authority, a Notary Public, in and for the state and county aforesaid, NORMAN DAVID MORRIS, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of

satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this the 17 day of April, 2002.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

10-26-2003

STEPHEN BROWN NOTARY PUBLIC AT LARGE WILSON CO. TENN.