Box 38 JPB

Davidson County DEEDWARR
Recvd: 09/12/02 14:34 3pgs
Fees:18.00 Taxes:240.50
20020912-0111417

This Instrument Was Prepared By:
W. Neal McBrayer, Esq.
Miller & Martin LLP
1200 One Nashville Place
150 4th Avenue North
Nashville, TN 37219

Address New Owner(s):
Ricky and Dorothy Boleyjack
311 Riverside Drive
Nashville, TN 37208

Send Tax Bills to:
New Owner

Map and Parcel No.:
081-070 456.00

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, AMSOUTH BANK, (the "Grantor"), has this day bargained and sold, and does hereby transfer and convey to RICKY BOLEYJACK and wife, DOROTHY BOLEYJACK, (the "Grantee"), their heirs and assigns, the following described land in Davidson County, Tennessee, to-wit:

Land in Davidson County, Tennessee, being the northerly one-half of Lot No. 18 and all of Lot No. 19 on the Map of Williams and Valentino's Subdivision of Lots Nos. 3 and 4 on the Woodard Plan of Lots as recorded in Plat Book 2, page 33, Chancery Court.

Said part of Lot No. 18 and all of Lot No. 19 front together 75 feet on the easterly side of 11th Avenue, North and run back between parallel lines 150 feet to the westerly margin of Owens Street.

Being the same property conveyed to AmSouth Bank by Trustee's Quitclaim Deed from W. Neal McBrayer of record as Instrument No. 20010921-0102648, Register's Office for Davidson County, Tennessee.

This is improved property known as 1904 or 1906 11th Avenue North, Nashville, Tennessee.

It is understood and agreed that Grantor is not making and has not at any time made any representations or warranties of any kind or character, express or implied, with respect to the herein described premises, including but not limited to, warranties or representations as to habitability, merchantability, fitness for a particular purpose, zoning, physical or environmental

condition or any other matter or thing regarding the premises. Grantee acknowledges and agrees that Grantor hereby sells and conveys to Grantee and Grantee hereby accepts the premises "as is", "where is, with all faults."

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee and its successors and assigns, forever. Grantor covenants with said Grantee that Grantor is lawfully seized and possessed of said land in fee simple and has a good right to convey it. Grantor further covenants and binds itself, its successors, and assigns to warrant and forever defend the title to said real estate against the lawful claims of all persons claiming by, through or under it but no further or otherwise.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 10 day of September, 2002.

AMSOUTH BANK

By: Carl Orso

Its: Vice President

STATE OF ALABAMA)
COUNTY OF Shelby)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Carl Orso with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged (him/her)self to be Vice President, of the AmSouth Bank, the within named bargainor, a corporation, and that he as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as _____.

Witness my hand and seal, at office in Hoover, Alambama, this 10th day of September, 2002.

Elizabeth A Reed

Notary Public
My Commission Expires: 5-30-06

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STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $65,000.00.

Affiant

Subscribed and sworn to before me
this 10th day of September, 2002.

Notary Public
My Commission Expires: 3-25-06

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