PREPARED BY (AND RETURN TO):

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W & I Ref: (SK) Title No: 44016

Dav. Co. File: Box 8

Davidson County DEEDWARR
Recvd: 12/04/02 13:19 2pgs
Fees:13.00 Taxes:1387.50
20021204-0149298

ADDRESS NEW OWNER:	**RESPONSIBLE FOR TAX PAYMENT:**
Gerald C. Douglas Jill French Douglas 739 Rodney Drive Nashville, Tennessee 37205	AmSouth Bank 2050 Parkway Office Circle Birmingham, Alabama 35244

TAX MAP-PARCEL NUMBERS: 128-04-A-006

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$375,000.00** , cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Cynthia G. Penley and William Charles Penley**, hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Gerald C. Douglas and spouse, Jill French Douglas** hereinafter called the **Grantee**, Grantee's heirs and assigns, a certain tract or parcel of land in **Davidson** County, Tennessee, described as follows: **To Wit:**

LAND in Davidson County, Tennessee being lot No. 6 on the Plan of Williamsburg Village, Phase V of record in Book 6250, page 437, Register's Office for said County.

SAID Lot No. 6 fronts 200.59 feet on the broken westerly margin of Rodney Drive and extends back 426.85 feet on the northerly liens and 305.58 feet on the southerly lien to a dead line in the rear, measuring 182.00 feet thereon.

BEING the same property conveyed to William Charles Penley and wife, Cynthia G. Penley by deed from Sterling Construction Corporation, a Tennessee Corporation of record in Book 7483, page 673, said Register's Office. The said William Charles Penley and Cynthia Gail Penley have since divorced by Final Decree No 97D-1650, in the Fourth Circuit Court for Davidson County, Tennessee.

Description Reference: Described according to (or by reference to) the recorded subdivision Plan.

This conveyance is subject to: Taxes for 2003, and subsequent years; The Plan, with Owner's Certificate, of record in Plat Book 6250, Page 437, said Register's Office, which Plan shows a designated building envelope, with a 30 foot minimum building setback line from Rodney Drive, and 10 foot easement for public utility and drainage purposes along the rear lines of said lot and 2.5 x 25 foot utility anchor easements on the northeasterly and southeasterly front corners of said lot; Amendment and abandonment of public utility and drainage easement along the northern boundary of Lot No. 6 on the Plan of Williamsburg Village, Phase V, as of record in Book 6250, page 51, said Register's Office; Easement to Nashville Electric Service of record in Book 3762, page 350, said Register's Office, along the northerly half of said lot, as shown on said plan; Restrictions of record in Book 6354, page 973, said Register's Office.

This is improved property, known as: 739 Rodney Drive, Nashville, Tennessee 37205

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, Grantee's heirs or assigns, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seised and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out.

GRANTOR FURTHER COVENANTS and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS THE EXECUTION HEREOF this 2nd day of December, 2002 .

Cynthia G. Penley

William Charles Penley

State of TENNESSEE

County of WILLIAMSON

On this 2nd day of December, 2002 , before me the undersigned authority, personally appeared **Cynthia G. Penley and William Charles Penley** , to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged the execution as a free act and deed.

NOTARY PUBLIC AT LARGE

My Commission Expires:

Notary

My Commission Expires:

State of TENNESSEE

County of WILLIAMSON

AFFIDAVIT

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is: $375,000.00

Affiant

Sworn and subscribed before me this 2nd day of December, 2002

NOTARY PUBLIC AT LARGE

My Commission Expires: JULY 26, 2003

Notary Public