39-B

Warranty Deed

This Instrument Prepared By:
Marbut Glenn Gaston, Jr., Attorney at Law
2211 Crestmoor Rd., Nashville, TN 37215 (615) 385-2804 TnSupCt# 003143

Old Republic Title: Owner's Title Number: _____

Name & Address of Property Owner:	Send Tax Bills To:	Map & Parcel Numbers:
Frances Bailey Linley and David Adam Kingsley Linley	SAME	Map: 117-09-0
3401 Wimbledon Road		Parcel: 015.00
Nashville, TN 37215		07DA-35835

For and in Consideration of the sum of $ 333,000.00 cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged,

Loyd A. Smith and wife Elizabeth A. Smith

hereinafter called the **GRANTORS**, have bargained and sold, and by these presents do transfer and convey unto

Frances Bailey Linley and David Adam Kingsley Linley, wife and husband

hereinafter called the **GRANTEES**, their heirs and assigns, a certain tract or parcel of land described as follows, to wit:

Land in Davidson County, Tennessee, and being **Lots No.s 53 to 56**, inclusive, of Block "F", on the plan of **Woodmont Acres**, as of record at **Book 843, page 102**, in the Register's Office for said County, to which plan reference is hereby made and the same incorporated herein for a complete description of said lot.

Being all the same property conveyed to the grantor herein by deed as of record at Instrument Number **Book 9605, page 666**, in said Register's Office, and the above description is the same as appears therein.

This conveyance is subject to current year's property taxes which have been prorated this date and the grantee assumes in full (if this proration is based on prior year's taxes or the best-information available as of this date, grantor expressly agrees to reimburse grantee for any difference in the prorated amount within 30-days of written notice of the same from grantee), and to restrictive covenants, plat limitations, easements, and/or other matters, as hereinafter stated, to wit: Plat at Book 843, page 102, said Register's Office.

Davidson County DEEDWARR
Recvd: 07/14/03 09:42 2pgs
Fees:13.00 Taxes:1232.10

20030714-0097788

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This is **IMPROVED** property known as: 3401 Wimbledon Road, Nashville, TN 37215
{unimproved / improved}

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever. We do covenant with said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise set out herein. We do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said land to the GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Where ever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands on this 8th day of JULY, 2003

Loyd A. Smith

Elizabeth A. Smith

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

The actual value or consideration, whichever is greater, for this transfer is $ 333,000.00.

Frances B. Linley, Affiant

SUBSCRIBED AND SWORN TO BEFORE ME ON July 8, 2003:

My Commission Expires: 3/25/2006

Notary Public

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named

Loyd A. Smith and wife Elizabeth A. Smith

the bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed this Warranty Deed for the purposes therein contained. WITNESS my hand and official seal at office on July 8, 2003.

My Commission Expires: 10-25-2003

Notary Public: Marbut Glenn Gaston, Jr.

STATE OF TENNESSEE:
COUNTY OF _____:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, personally appeared

with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged _____self to be the _____ of _____, the within named bargainor, a _____, and that _____, as such _____, being authorized so to do, executed this Warranty Deed for the purposes therein contained, by signing the name of said _____, by _____self as such _____. WITNESS my hand and official seal at office on _____.

My Commission Expires: _____

Notary Public

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