40-H

This Instrument Prepared By:
Gibson, Gregory & Gwyn, PLLC
201 Fourth Avenue, N. Suite 1900
Nashville Tennessee 37219

**ADDRESS NEW OWNER:**

Terry R. Payne
416 Old Towne Drive
Brentwood, TN 37027

**SEND TAX BILL:**

SunTrust Mortgage, Inc.
P. O. Box 305110
Nashville, TN 37230-5110

**MORTGAGEE:**
SunTrust Mortgage, Inc.
P. O. Box 305110
Nashville, TN 37230-5110

**MAP AND PARCEL:**
Map 160-16-C
Parcel 19CO

Davidson County DEEDWARR
Recvd: 08/28/03 15:29 2pgs
Fees:13.00 Taxes:629.00
20030828-0125365

# WARRANTY DEED

**FOR AND IN CONSIDERATION** of the sum of Ten ($10.00) Dollars, cash in hand paid by the Grantees named herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, John W. McConnell, married, ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto Terry R. Payne, ("Grantee"), his heirs, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee (the "Property"), described as follows, to wit:

> Land in Davidson County, Tennessee, being Unit 19 as shown on the map entitled The Terraces at Brentwood Chase, of record as Instrument No. 20001103-0109137, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to John W. McConnell, an unmarried man, by deed from Pulte Homes Tennessee Limited Partnership, a Tennessee limited partnership, of record in Instrument No. 20010620-0065237.
>
> This conveyance is made subject to the real estate taxes for the current year, which have been prorated and assumed by Grantee, and such limitations and restrictions and easements as may affect the premises.
>
> Rory McConnell joins in the execution of this instrument to convey her interest in the property, including homestead rights, as spouse of John W. McConnell.

This is improved property known as 416 Old Towne Drive, Brentwood, TN 37027.

**TO HAVE AND TO HOLD** the Property, with the appurtenances, estate, title and interest thereto belonging to Grantee, his heirs, successors and assigns, forever; and Grantor, does covenant with Grantee that he is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is unencumbered unless otherwise herein set out; and Grantor does further

covenant and bind himself, his heirs, assigns and representatives, to warrant and forever defend the title to the Property to Grantee, their heirs, successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness its hand this 27th day of August, 2003.

John W. McConnell

Rory McConnell

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, of the state and county aforesaid, personally appeared John W. McConnell and wife, Rory McConnell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that they executed the foregoing instrument for the purposes contained therein.

Witness my hand and official seal this 27th day of August, 2003.

Notary Public

My Commission Expires: 1/29/05

CATHERINE H. GWYN
Notary Public At Large
DAVIDSON COUNTY, TENN.
My Commission Expires January 29, 2005

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $170,000.00.

**AFFIANT**

Subscribed and sworn to before me
this 27th day of August, 2003.

**NOTARY PUBLIC**

My Commission Expires: 1/29/05

CATHERINE H. GWYN
Notary Public At Large
DAVIDSON COUNTY, TENN.
My Commission Expires January 29, 2005