40-A

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

Davidson County DEEDWARR
Recvd: 09/02/03 17:08 2pgs
Fees:13.00 Taxes:277.50
20030902-0127006

ADDRESS NEW OWNER:

Richard Ice
234-37th Avenue, North
Nashville, TN 37209

SEND TAX BILL:

New Owner

MORTGAGEE:
Richard Andrew Pratt
4412 Park Avenue,
Nashville, TN 37209

MAP AND PARCEL:
MAP 103-4,
PARCEL 172

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, Richard Andrew Pratt, ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto Richard Ice, ("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 Lot No. 4 and the west 20 feet of Lot No. 3 of Block 13, on the Map of a part of Sylvan Park, of record in Book 332, page 104, Register's Office for said County.
>
> Said Lot and part of said Lot adjoin and front together 70 feet on the south side of Utah Avenue and runs back between parallel lines, 160 feet to an alley.
>
> Being the same property conveyed to Richard Andrew Pratt by deed from Patrick W. Gentry and wife, Barbara R. Gentry of record in Book 2642, page 447, said Register's Office.
>
> The property herein conveyed has never been the primary residence of Grantor or Grantor's spouse.
>
> 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.

This is improved property known as 4405 Utah Avenue, Nashville, TN 37209.

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 they are 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, his 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 my hand this 28th day of August, 2003.

Richard Andrew Pratt
Richard Andrew Pratt

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, of the state and county aforesaid, personally appeared Richard Andrew Pratt, 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 28th day of August, 2003.

Notary Public

My Commission Expires: 7/21/07

ANDREW B. GIBSON, JR. Notary Public At Large DAVIDSON COUNTY, TENN. My Commission Expires July 21, 2007

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $75,000.00.

AFFIANT

Subscribed and sworn to before me this 28th day of August, 2003.

NOTARY PUBLIC

My Commission Expires: 7/21/07

ANDREW B. GIBSON, JR. Notary Public At Large DAVIDSON COUNTY, TENN. My Commission Expires July 21, 2007