THIS INSTRUMENT PREPARED BY:
Baldwin Land Title, PLLC
228 Jackson Meadows Drive
Hermitage, TN 37076

Name and Address of New Owner(s)
James Stewart Smith
1501 Wayne Dr
Nashville, TN 37206

Send Tax Bills To:

Same

Property Address:
1501 Wayne Drive
Nashville, TN 37206

Map & Parcel Nos.:

Map 72
Group 16-O
Parcel 193

Davidson County DEEDWARR
Recvd: 09/10/03 10:22 3pgs
Fees:18.00 Taxes:168.35
20030910-0131958

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$45,500.00**, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **THE PROVIDENT BANK** (herein referred to as "Grantor") has this day bargained and sold and, by these presents, does hereby transfer and convey unto **James Stewart Smith** (herein referred to as "Grantee"), her heirs and assigns, forever, the following described tract or parcel of land located in Davidson County, Tennessee, to wit:

Land in Davidson County, Tennessee, being Lot No. 49 on the map of Porter Heights Subdivision, Section II, as of record in Book 1424, page 79, Register's Office for said County, Described as follows:

Beginning at a point in the East margin of Wayne Drive at the corner of Lots Nos. 49 and 50; thence with the line between said lots eastwardly 161.36 feet to a point; thence Southwardly 90 feet to the North margin of Sheridan Road; thence with the margin of the same Westwardly 141.3 feet to the beginning of a curve; thence around said curve Northwestwardly 31.42 feet to the East margin of Wayne Drive; thence with the margin of the same Northwardly 70 feet to the beginning.

Being the same property conveyed to Tokesha L. Warner by Warranty Deed from Robert H. Gregory, married, of record in Instrument Number 200009290096338, dated 9-25-00 and recorded 9-29-00, Register's Office for Davidson County, Tennessee, and further conveyed to The Provident Bank by Warranty Deed from I Dyke Tatum, Substitute Trustee, of record in Instrument Number 200301210008054, dated 1-20-03, and recorded 1-21-03, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2003 which have prorated and assumed by the Grantee(s); any and all matters appearing in Book 1424, page 79; and any and all restrictions, setback lines, easements, right of ways, zoning regulations, etc. all of record in the Register's Office, Davidson County, TN.

The above legal description is identical to the one in the previous deed of record.

TO HAVE AND TO HOLD said tract or parcel of land together with all the improvements thereon and the appurtenances thereunto belonging unto the said Grantee, her heirs and assigns, in fee simple, forever.

GRANTOR COVENANTS with the said Grantee that she is lawfully seized and possessed of said property, that she has a good and lawful right to sell and convey the same, and that she is free from any lien or encumbrance whatsoever, except for applicable zoning and building regulations, all visible easements, restrictions and limitations of record, and 2003 real estate taxes, which are to be prorated.

But this Warranty Deed is limited to the time in which said real estate was lawfully seized and possessed by Grantors herein and does not extend to any previous time thereto. Wherever used, the singular number shall include the plural and the plural the singular and the use of any gender shall be applicable to all genders.

GRANTOR FURTHER COVENANTS with the said Grantee and binds herself, her heirs/successors and assigns, to warrant and forever defend the title thereto of said tract or parcel of land to the said Grantee, her heirs and assigns, against the lawful claims and demands of all persons whomsoever.

ALL warranties of Grantor herein contained are expressly limited to those persons or parties claiming by, through or under Grantor.

WITNESS this the 8th **day of** August, **2003.**

GRANTOR:

THE PROVIDENT BANK

By M.B. McCoy, Vice President

THE PROVIDENT BANK

By: Deborah Martin, Authorized Agent

STATE OF Ohio)

COUNTY OF Hamilton)

The actual consideration for this transfer is **$45,500.00**.

AFFIANT
By: Deborah Martin, Authorized Agent

Subscribed and sworn to before me, this 8th day of August, **2003.**

NOTARY PUBLIC

My Commission Expires:
10/14/04

CHARLENE F. SWINGLE
Notary Public, State of Ohio
My Commission Expires Oct. 14, 2004

STATE OF Ohio)

COUNTY OF Hamilton)

Personally appeared before me, Charlene F. Swingle, a Notary Public in and for said state and county, M.B. McCoy, the Vice President of The Provident Bank , with whom I am personally acquainted, and who acknowledged that (s)he executed the within instrument for the purposes therein contained, and who further acknowledged that (s)he is the Vice President of **THE PROVIDENT BANK**, the maker, and is authorized by the maker to execute this instrument on behalf of the maker as its Vice President.

WITNESS my hand and seal at office this 8th day of August, **2003.**

NOTARY PUBLIC

My Commission Expires:
10/14/04

CHARLENE F. SWINGLE
Notary Public, State of Ohio
My Commission Expires Oct. 14, 2004

STATE OF Ohio)

COUNTY OF Hamilton)

Personally appeared before me, Charlene F. Swingle, a Notary Public in and for said state and county, Deborah Martin, the Authorized Agent of The Provident Bank, with whom I am personally acquaited, and who acknowledged that (s)he executed the within instrument for the purposes therein contained, and who further acknowledged that (s)he is the Authorized Agent of The Providet Bank, the maker, and is authorized by the maker to execute this instrument on behalf of the maker as its Authorized Agent.

Witness my hand and seal at office this 8th day of August, 2003.

Charlene F. Swingle
NOTARY PUBLIC

My Commission Expires:

10/14/04

NOTARIAL SEAL STATE OF OHIO

CHARLENE F. SWINGLE
Notary Public, State of Ohio
My Commission Expires Oct. 14, 2004