40-A

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

Davidson County DEEDWARR
Recvd: 09/26/03 15:58 2pgs
Fees:13.00 Taxes:116.55
20030926-0143011

ADDRESS NEW OWNER:

Michael W. O'Neill
1019 Millwood Lane
Ashland City, TN 37015

SEND TAX BILL:

New Owner

MORTGAGEE:
Capital Bank & Trust Company
1820 West End Avenue
Nashville, TN 37203

MAP AND PARCEL:
MAP 82-3
PARCEL 517

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, James A. Boleyjack and wife, Alma A. Boleyjack, ("Grantor"), have bargained and sold, and by these presents do transfer and convey unto Michael W. O'Neill, ("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. 40 and the southerly 44 ft. of Lot No. 41 on the Plan of Sharp and Crutcher's Addition to northeast Nashville as of record in Plat Book 57, page 82, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 40 and part of Lot No. 41 front together 94 feet on the easterly side of North 5th Street and run back between parallel lines 185 feet to an alley.
>
> Being the same property conveyed to James A. Boleyjack and wife, Alma A. Boleyjack, by Installment Deed from John H. Liebhart of record in Instrument No. 20001016-0102669, Register's Office for Davidson County, Tennessee.
>
> This conveyance is made subject to such limitations and restrictions and easements as may affect the premises.

This is improved property known as 923 N. 5th Street, Nashville, TN 37207.

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 themselves, their 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 our hands this 25 day of Sept, 2003.

James A. Boleyjack

Alma A. Boleyjack

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, of the state and county aforesaid, personally appeared James A. Boleyjack and wife, Alma A. Boleyjack, 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 25 day of Sept, 2003.

Notary Public

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

My Commission Expires: 7/21/07

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $31,500.00.

AFFIANT

Subscribed and sworn to before me
this 25 day of Sept, 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