(1)

Davidson County DEEDWARR
Recvd: 10/02/03 14:15 2pgs
Fees:13.00 Taxes:647.50

20031002-0145809

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $175000.

Affiant

Sworn to and subscribed before me, the undersigned, a Notary Public this 29th day of September, 2003.

Notary Public

NOTARY PUBLIC AT LARGE

My Commission Expires: 10-18-04

WARRANTY DEED

THIS INSTRUMENT WAS PREPARED BY
Sidwell, Barrett & McCann, P.C.
121 First Avenue South
Suite 200
Franklin, TN 37064

ADDRESS NEW OWNER(S) AS FOLLOWS:
Josh B. Smithson
505 North Graycroft Avenue
Madison, Tennessee 37115

SEND TAX BILLS TO:
NEW OWNER

MAP-PARCEL NUMBERS:
Map 42-11, Parcel 7

For and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid by the Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, **Claude Byrum and wife, Lisa E. Byrum** hereinafter referred to as Grantors, hereby transfers and conveys to **Josh B. Smithson** hereinafter referred to as Grantees, their heirs and assigns a certain tract or parcel of land in Davidson County, State of Tennessee described as follows, TO WIT:

Land in Davidson County, Tennessee, being Lot No. 59 on the Plan of Section IV, Morning View Subdivision, of record in Book 2330, page 40, Register's Office for said County.

Said Lot No. 59 fronts 411.14 feet on the westerly side of Graycroft Road and runs back 242.81 feet on the north line to a dead line in the rear on which it measures 476.68 feet and is triangular in shape.

Being the same property conveyed to Claude Byrum and wife Lisa E. Byrum, as Tenants by the Entireties, by Warranty Deed, from Ruth P. Irwin, a widow, of record in Instrument No. 20020604-0067170, dated May 28, 2002, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

1. The Plan of record in Plat Book 2330, page 40, as amended in Book 2481, page 307, Register's Office for Davidson County, Tennessee.

2. Restrictive covenants contained in an instrument of record in Book 2276, page 290, and amended in Book 2304, page 53, Register's Office for Davidson County, Tennessee.

3. A judgment lien search was performed; no liens were found.

4. Any and all visible easements lying on or across the property.

5. Rights or claims of parties in possession not shown by the public records.

6. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

NOTE: The following ALTA Endorsement Forms will be attached to the policy when issued: 8.1, 9.0, 6.0

County and/or City taxes for the year 2003, a lien not yet due and payable. Said taxes have been prorated between the parties as of the date of this instrument, with the GRANTEES paying their prorata share thereof to GRANTORS who will be responsible for payment of said taxes.

This is improved property known as 505 North Graycroft Avenue, Madison, Tennessee 37115.

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, and I do covenant with the said **GRANTEES** that I am lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and I do further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to the said land to the said **GRANTEES**, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever 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 my hand this 29th day of September, 2003.

Claude Byrum

Lisa E. Byrum

Lisa E. Byrum

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Claude Byrum and wife, and Lisa E. Byrum, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged they executed the forgoing instrument for the purposes therein contained.

Witness my hand and official seal this 29th day of September, 2003.

Notary Public

My Commission Expires: 10-18-04

JACKSON M. WELCH, JR. NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TENN.

09286-RC