40-A

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

Davidson County DEEDWARR
Recvd: 11/03/03 15:31 2pgs
Fees:13.00 Taxes:382.95
20031103-0161090

ADDRESS NEW OWNER:

Amos J. Blake, Sr.
Patricia I. Kaniewski
129 Stirton Road
Nashville, TN 37210

SEND TAX BILL:

AmSouth Bank
2050 Parkway Office Circle
Birmingham, AL 35244

MORTGAGEE:
AmSouth Bank
2050 Parkway Office Circle
Birmingham, AL 35244

MAP AND PARCEL:
MAP 119-1
PARCEL 394

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, Roger P. Hogan, married ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto Amos J. Blake, Sr., unmarried, and Patricia I. Kaniewski, unmarried, as joint tenants with the right of survivorship ("Grantee"), their 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. 76 on the Map of Overhill City and W. H. Fox Subdivision of Block Nos. 14, 15, 16, 20, 21, 29 and 30, Cumberland Nurseries Subdivision, of record in Book 332, page 21, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete legal description.
>
> Being the same property conveyed to Roger P. Hogan by deed from Patricia Ann Allen, unmarried, of record in Instrument No. 20030702-0091936, 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 property is not now nor has it ever been the primary residence of the Grantor herein.

This is improved property known as 211 Oriel Avenue, Nashville, TN 37210.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Grantee, their 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 themselves, their 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 my hand this 31st day of October, 2003.

Roger P. Hogan

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, of the state and county aforesaid, personally appeared Roger P. Hogan with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes contained therein.

Witness my hand and official seal this 31st day of October, 2003.

Notary Public

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

My Commission Expires: 1/29/05

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $103,500.00.

AFFIANT

Subscribed and sworn to before me
this 31st day of October, 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