This Instrument Prepared By:
Bottorff, Kavin & Cook, PLC
155 Franklin Road, Suite 120
Brentwood, Tennessee 37027

ADDRESS NEW OWNER:
Mark J. Oxborough
920 Buford Place
Nashville, Tennessee 37204

SEND TAX BILL TO:
Mortgagee

MORTGAGEE:
Union Planters Bank, N.A.
401 Union Street
Nashville, TN 37219

MAP **132**
GROUP **1**
PARCEL **57**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named "GRANTEES", and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **William Englert and wife, Sarah Englert** hereinafter called the "GRANTORS", have bargained and sold, and by these presents, do transfer and convey unto **Mark J. Oxborough and wife, Meredith E. Oxborough**, hereinafter called the "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. 149 on the Plan of Rolling Meadows, of record in Plat Book 1424, page 98 & 99, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and detailed description of said lot.
>
> Being the same property conveyed to William Englert and wife, Sarah Englert by deed from Bruce Anthony Saunders and wife, Mary K. Saunders of record in Instrument no. 20010712-0074379, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to all restrictions, easements, zoning and planning ordinances, and health department regulations that may affect the premises.

This conveyance is further made subject to real property taxes for 2004 and subsequent years.

This is improved property known as 920 Buford Place, Nashville, Tennessee 37204.

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", its successors and assigns, forever, and, GRANTORS do covenant with the said "GRANTEES" that they are 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, "GRANTORS", do further covenant and bind themselves, their heirs and assigns, to warrant and forever defend the title to the said land to the said "GRANTEES", and its successors and assigns, against the lawful claims of all persons whomsoever. Whereever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Davidson County DEEDWARR
Recvd: 11/19/03 15:15 2 pgs
Fees:13.00 Taxes:869.50

20031119-0168958

WITNESS our hands this the 14th day of November, 2003.

William Englert

Sarah Englert

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, **William Englert and wife, Sarah Englert**, the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within Warranty Deed for the purposes therein contained.

WITNESS my hand and official seal this 14th day of November, 2003.

Robert M. Loffi
NOTARY PUBLIC

ROBERT M. LOFFI NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: 9/25/04

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

The actual value or consideration, whichever is greater, for this transfer is $235,000.00.

AFFIANT

Subscribed and sworn to before me on this 14th day of November, 2003.

NOTARY PUBLIC

My Commission Expires: 1-25-2006

ANGELA M. LAKE NOTARY PUBLIC AT LARGE RUTHERFORD CO. TENN.