This Instrument Prepared By:
JOHN T. GWIN, ATTORNEY AT LAW
2800 North Mt. Juliet Road
Mt. Juliet, Tennessee 37122-3008

ADDRESS NEW OWNER:
James D. Armstrong
1308 Panache Avenue
Nashville, Tennessee 37207

SEND TAX BILLS:
To New Owner

MORTGAGEE:
The Bank of Nashville
401 Church Street, Suite 200
Nashville, Tennessee 37219

MAP AND PARCEL:
Map 082-06-0
Group
Parcel 37

John L. Winchester, et al
300 Peabody Street, Suite B
Nashville, Tennessee 37210

Davidson County DEEDWARR
Recvd: 12/08/03 09:52 3pgs
Fees:18.00 Taxes:583.04
20031208-0175605

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, we, ***John L. Winchester and Charles V. Duncan***, hereinafter called the Grantors, have bargained and sold, and by these presents do transfer and convey unto ***James D. Armstrong***, 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 Nos. 4 and 5 and the southerly 20 feet of Lot 6 on the Plan of Dr. V. S. Lindsey's Addition to Edgefield, now East Nashville, as of record in Book 57, page 25, in the Register's Office for said County, to which plat reference is hereby made for a more complete description.

Said Lot Nos. 4 and 5 front together, 120 feet on the easterly side of North First Street, formerly White's Creek Pike, and extends back between parallel lines, 150 feet more or less, to an alley.

Being the same property conveyed to John L. Winchester and Charles V.

Duncan by deed from CJ's Pawn & Jewelry, LLC, dated May 24, 2000, as of record in Instrument 20000531-0053849, Register's Office for Davidson County, Tennessee.

This is improved property known as 709 North First Street (formerly 709-711 Dickerson Road), Nashville, Tennessee 37207. This is not the residence of either Grantor.

This conveyance is made subject to all zoning ordinances, health department rules, and restrictions and easements of record, or which a visual inspection of the property would reveal.

This conveyance is further subject to those facts, conditions and limitations shown on the plat of record in Plat Book 57, page 25, said Register's Office, to which Plat reference is here made for the exact terms and details thereof.

The subject property is currently encumbered by a Deed of Trust in favor of The Bank of Nashville, as of record in Instrument Number 20000531-0053850, as modified in Instrument Number 2000062100-61777, Register's Office for Davidson County, Tennessee. Grantee specifically does **not** assume said Deed of Trust obligation, and Grantee specifically does **not** assume the promissory note it secures. Grantors remain strictly liable on said Note and Deed of Trust, and shall pay the same out of the installments payments made by Grantee to Grantors under that certain Wraparound Deed of Trust executed by Grantee of even date herewith. Grantors further warrant that they will indemnify and hold Grantee harmless from said underlying obligation, including all principal, interest, attorney fees and costs of enforcement.

Real property taxes for 2003 have been settled between the parties. Real property taxes for subsequent years are the responsibility of Grantee.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said James D. Armstrong, his heirs and assigns, forever; and we, John L. Winchester and Charles V. Duncan do covenant with the said Grantee that we 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 we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, his heirs 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 the 2nd day of December, 2003.

John L. Winchester

Charles V. Duncan

STATE OF TENNESSEE)
COUNTY OF WILSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named ***John L. Winchester and Charles V. Duncan***, 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 at Mt. Juliet, Tennessee, this the 2nd day of December, 2003.

NOTARY PUBLIC

PATRICIA M. GWIN NOTARY PUBLIC AT LARGE WILSON CO., TENNESSEE

My Commission Expires: 12-15-2004

STATE OF TENNESSEE)
COUNTY OF WILSON)

The actual value or consideration, whichever is greater, for this transfer is $ 157,579.70.

AFFIANT

Subscribed and sworn to before me this 2 day of December, 2003.

NOTARY PUBLIC
My Commission Expires: 12-15-2004

PATRICIA M. GWIN NOTARY PUBLIC AT LARGE WILSON CO., TENNESSEE