WARRANTY DEED

Davidson County DEEDWARR
Recvd: 12/10/03 09:03 2pgs
Fees:13.00 Taxes:725.20

20031210-0176903

DANA DELWORTH NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF WILLIAMSON
THE ACTUAL CONSIDERATION OR VALUE WHICHEVER IS GREATER FOR THIS TRANSFER IS $ 196,000.00

AFFIANT

SUBSCRIBED AND SWORN TO ME ON THE 14TH DAY OF NOVEMBER, 2003.

NOTARY PUBLIC

MY COMMISSION EXPIRES 11/27/04

THIS INSTRUMENT PREPARED BY
JIM R. VANDERPOOL, P.C., 5115 MARYLAND WAY, BRENTWOOD, TN 37027

ADDRESS OF NEW OWNER	SEND TAX BILLS TO	MAP-PARCEL
Thomas C. Smythe and Miriam S. Gerber	Union Planters Bank, N.A.	MAP:33 GROUP: 16
305/307 Connare Drive	P. O. Box 2282	PARCEL:183.00 and 184
Madison, TN 37115	Memphis, TN 38101-2282	

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE,

JERRY L. MCCLOUD, A MARRIED MAN,

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO:

THOMAS C. SMYTHE AND WIFE, MIRIAM S. GERBER

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS TO-WIT:

SEE EXHIBIT "A"

This is improved property known as 305/307 Connare Drive, Madison, TN 37115 AND 309/311 Connare Drive, Madison, TN 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 Grantee, its successors and assigns, forever; and the Grantor does covenant with the said Grantee that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except for the security interest held by Grantee; and the Grantor does further covenant and bind itself, its successors and assigns to warrant and forever defend the title to the said land to the said Grantee, its successors 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 on the 14th day of November, 2003.

Jerry L. McCloud

STATE OF TENNESSEE
COUNT OF WILLIAMSON

Personally appeared before , the undersigned, a Notary Public, in and for said County and State, the within named, Jerry L. McCloud, the bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Brentwood, Tennessee , this 14th day of November, 2003.

Notary Public

My Commission Expires: 11/27/04

DANA DELWORTH NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

EXHIBIT A - LEGAL DESCRIPTION

TRACT I:
LAND in Davidson County, Tennessee, being Lot No. 149 on the plan of Primrose Meadows, Section 2, of record in Book 4860, Page 105, Register's Office for sa id County, to which plan reference is hereby made for a more complete and accurate description.

Being a portion of the same property conveyed to Jerry L. McCloud by Special Warranty Deed dated August 25, 1992 from James H. Benson, d/b/a M.A.P. Properties of record in Book 8710, Page 790, said Register's Office.

The subject property has never been occupied by the said Jerry L. McCloud.

TRACT II:

LAND in Davidson County, Tennessee, being Lot No. 150 on the plan of Primrose Meadows, Section 2, of record in Book 4860, Page 105, Register's Office for said County, to w hich plan reference is hereby made for a more complete and accurate description.

Being a portion of the same property conveyed to Jerry L. McCloud by Special Warranty Deed dated August 25, 1992 from James H. Benson, d/b/a M.A.P. Properties of record in Book 8710, Page 790, said Register's Office.

The subject property has never been occupied by the said Jerry L. McCloud.

THIS conveyance is subject to any and all zoning regulation, building restriction and setback lines, if any, and easements and rights for public utilities applicable to this property; and taxes, for the current year which if prorated have been assumed by the Grantee(s) herein.