This instrument prepared by:
Joyce Jordan, an employee of
First American Title Insurance Company
303 Center Avenue
Dickson, Tennessee 37055
(615) 446-6730

File No.: **2114-447429**

Davidson County DEEDWARR
Recvd: 03/04/04 14:51 3pgs
Fees:18.00 Taxes:636.03

20040304-0024905

WARRANTY DEED

THIS INDENTURE, made and entered into this **Twenty-seventh day of February, 2004**, by and between **Dennis Ray Layne and Brenda M. Layne, husband and wife**, parties of the first part, and **James B. Rubin and Kathy B. Rubin, husband and wife**, party of the second part,

WITNESSETH: This for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part had bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described Real Estate, situated and being in the City of **Nashville**, County of **Davidson**, State of **Tennessee**, to wit:

Lot 10, First Revision Meade Vue Subdivision, as shown on plat of record in Plat Book 9700, Page 58, in the Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to parties of the first part, herein shown in:
Book **10268**, Page No.: **51** or Instrument No.: in said Register's office.

This conveyance is made subject to:
taxes for the year 2004 and subsequent years, easements, and restrictions of record, if any.

Parcel ID # **128-10-240**
X Improved OR
Unimproved property located at: **7729 Dan Kestner, Nashville, Tennessee 37221**

TO HAVE AND TO HOLD the aforesaid Real Estate together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his/her heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that he/she is lawfully seized in fee simple of the aforedescribed real estate; that he/she has good right to sell and convey the same; that the same is unencumbered, EXCEPT as set forth herein, and that the title and quiet possession thereto he/she warrants and forever defends against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part of the day and year first above written.

Dennis Ray Layne

Brenda M. Layne

STATE OF **TN**

COUNTY OF **DICKSON**

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared **Dennis Ray Layne and Brenda M. Layne, husband and wife** to me known to the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained as **their** free Act and Deed.

Witness my hand and Notarial Seal this **Twenty-seventh day of February, 2004.**

Miranda Pieszchalski
Notary Public

My Commission Expires: My Commission Expires MAR. 25, 2006

MIRANDA PIESZCHALSKI NOTARY PUBLIC AT LARGE WILLIAMSON CO., TENN.

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Owner's Name: **James B. Rubin and Kathy B. Rubin**

and Address: **7729 Dan Kestner**
Nashville, TN 37221

Mail tax bills to, (Person or Agency responsible for payment of taxes)
First Horizon Home Loans
D/B/A/ First Tennessee
Home Loans
P. O. Box 146
Memphis, TN 38101

I, or we, hereby swear and affirm that, to the best of the affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is **$171,900.00** which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this **Twenty-seventh day of February, 2004.**

Notary Public

My Commission Expires: My Commission Expires MAR. 25, 2006

