Davidson County DEEDWARR
Recvd: 04/05/04 15:51 2pgs
Fees:13.00 Taxes:307.10
20040405-0038458

This Instrument Prepared By:
Title Escrow, Inc.
640 Spence Lane, Suite 218
Nashville, TN 37217
(615) 361-6679

ADDRESS NEW OWNER:
James D. Kennedy Jr.
2201 Dunn Avenue
Nashville TN 37211

SEND TAX BILL:
To Owner

MAP AND PARCEL:
MAP 161-8
PARCEL 38.00
05DU-40006

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, Jim Hodge, Successor Trustee of the CREAGER JOINT REVOCABLE LIVING TRUST AGREEMENT, U/A/D December 2, 1994, hereinafter called the Grantor, has bargained and sold, and by these presents do transfer and convey unto James D. Kennedy Jr., unmarried, hereinafter called the Grantee, his heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

> BEING Lot No. 17, on the Plan of Southwood, of record in Plat Book 2663, Pages 125 and 126, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.
>
> Being the same property conveyed to the CREAGER JOINT REVOCABLE LIVING TRUST AGREEMENT, U/A/D December 2, 1994, by deed from John R. Creager, Jr., individually of record in Book 9539, Page 674, Register's Office for Davidson County, Tennessee.
>
> This is the same description as in previous deed of record.

This Property is conveyed "AS IS, WHERE IS" and is subject to any and all easements of record. Taxes for 2004 have been pro-rated and assumed by Grantee.

This is improved property known as 5208 Raywood Lane, Nashville, TN 37211.

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. Kennedy Jr., unmarried, his heirs and assigns, forever; and I, Jim Hodge, Successor Trustee of the CREAGER JOINT REVOCABLE LIVING TRUST AGREEMENT, U/A/D December 2, 1994 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 it does further covenant and bind itself, its 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 my hand this the 30th day of March, 2004.

CREAGER JOINT REVOCABLE LIVING TRUST AGREEMENT, U/A/D December 2, 1994

Jim Hodge Trustee

Jim Hodge, Successor Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me Jim Hodge 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, and who further acknowledged that he is the Successor Trustee of the maker, or a constituent of the maker, and is authorized by the maker, or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker. Witness my hand, at office, this the 30th day of March, 2004.

Notary Public

My Commission expires: 11/27/2004

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $ 83,000.00.

AFFIANT

Subscribed and sworn to before me this 30th day of March, 2004.

NOTARY PUBLIC
My Commission Expires: 11/27/2004