THIS INSTRUMENT IS BEING RE-RECORDED
TO CORRECT THE LEGAL DESCRIPTION.

4CA

Davidson County DEEDWARR
Recvd: 04/01/04 15:29 2pgs
Fees:13.00 Taxes:547.60
[redacted]
20040401-0036928

This Instrument Prepared By:
Gibson, Gregory & Gwyn, PLLC
201 Fourth Avenue, N. Suite 1900
Nashville Tennessee 37219

ADDRESS NEW OWNER:
John Randolph Foster, III
918 Lawrence Avenue
Nashville, TN 37204

SEND TAX BILL:
SunTrust Mortgage, Inc.
P. O. Box 305110
Nashville, TN 37230-5110

MORTGAGEE:
SunTrust Mortgage, Inc.
P. O. Box 305110
Nashville, TN 37230-5110

MAP AND PARCEL:
Map 105-13-0
Parcel 296

RE-RECORD

Davidson County DEEDWARR
Recvd: 04/08/04 15:36 2pgs
Fees:12.00 Taxes:0.00
20040408-0040449

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the Grantees named herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Joe Hadden, unmarried**, ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto **John Randolph Foster, III**, ("Grantee"), his heirs, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee (the "Property"), described as follows, to wit:

> Land in Davidson County, Tennessee, being the west 45 feet of the east 100 feet of Lot No. 86, Plan of Waverly Companies Plan of Lots, called Waverly Place, of record in Book 57, page 95, Register's Office for Davidson County, Tennessee.
> **
> Being the same property conveyed to Joe Hadden, unmarried, by deed from John Thompson, Jr., an unmarried person, of record in Instrument No. 20010530-0055677, Register's Office for Davidson County, Tennessee.
>
> This conveyance is made subject to the real estate taxes for the current year, which have been prorated and assumed by Grantee, and such limitations and restrictions and easements as may affect the premises.

This is improved property known as 918 Lawrence Avenue, Nashville, TN 37204.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Grantee, his heirs, successors and assigns, forever; and Grantor, does covenant with Grantee that he is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is unencumbered unless otherwise herein set out; and Grantor does further covenant and bind himself, his heirs, assigns and representatives, to warrant and forever defend the title to the Property to Grantee, his heirs, successors 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.

** Said part of lot fronts 45 feet on thenorth side of Lawrence Avenue and runs back between lines, 167 feet more or less, on the west line and 168 feet more or less on the east line to an alley in the rear on which it measures 45 feet.

Witness its hand this 1st day of April, 2004.

Joe Hadden

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, the undersigned, of the state and county aforesaid, personally appeared Joe Hadden, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that they executed the foregoing instrument for the purposes contained therein.

Witness my hand and official seal this 1st day of April, 2004.

Notary Public

CATHERINE H. GWYN
Notary Public At Large
DAVIDSON COUNTY, TENN.
My Commission Expires January 29, 2005

My Commission Expires: 1/29/05

STATE OF TENNESSEE)
COUNTY OF Davidson)

The actual value or consideration, whichever is greater, for this transfer is $148,000.00.

AFFIANT

Subscribed and sworn to before me
this 1st day of April, 2004.

NOTARY PUBLIC

CATHERINE H. GWYN
Notary Public At Large
DAVIDSON COUNTY, TENN.
My Commission Expires January 29, 2005

My Commission Expires: 1/29/05