39-B

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $235,000.00

Affiant

Sworn to and subscribed before me, the undersigned, a Notary Public this 14th day of May, 2004.

Notary Public

My Commission Expires: 7-30-05

WARRANTY DEED

THIS INSTRUMENT WAS PREPARED BY

Sidwell & Barrett, P.C.
121 First Avenue South
Suite 200
Franklin, TN 37064

Davidson County DEEDWARR
Recvd: 05/25/04 13:49 2pgs
Fees:13.00 Taxes:869.50
20040525-0061370

ADDRESS NEW OWNER(S) AS FOLLOWS:
Tadd S. Mitchell and Lauren J. Mitchell
201 Cold Spring Ct.
Nashville, Tennessee 37221

SEND TAX BILLS TO:
SAME

MAP-PARCEL NUMBERS:
155-3-D-5 CO

For and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid by the Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, **Ernest S. Pile** hereinafter referred to as Grantor, hereby transfers and conveys to **Tadd S. Mitchell and wife, Lauren J. Mitchell** hereinafter referred to as 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 No. 5 on the Plan of Section 1, Allen's Green, of record in Book 7900, page 632, Register's Office for said County, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Ernest S. Pile by Warranty Deed from Zaring Homes, Inc. of record in book 10721, page 473, Register's Office for Davidson County, Tennessee, dated December 12, 1997.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

Taxes for the year 2004, and subsequent years, a lien not yet due and payable.

The Plan of record in Plat Book 7900, Page 632, Register's Office for Davidson County, Tennessee.

Any and all visible easements lying on or across the property.

Rights or claims of parties in possession not shown by the public records.

Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

County and/or City taxes for the year 2004, a lien not yet due and payable. Said taxes have been prorated between the parties as of the date of this instrument, with the GRANTOR paying their prorata share thereof to GRANTEES who will be responsible for payment of said taxes.

This is improved property known as 201 Cold Spring Ct., Nashville, Tennessee 37221.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said **GRANTEES**, their heirs and assigns forever, and I do covenant with the said **GRANTEES** that I am 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 I do further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to the said land to the said **GRANTEES**, their heirs 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 this 14th day of May, 2004.

Ernest S. Pile by Angelina Pile-Morris Attorney in Fact

Ernest S. Pile

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Angelina Pile-Morris, with whom I am personally acquainted and who proved herself to be the attorney in fact of Ernest S. Pile and who being authorized to do so acknowledged she executed the forgoing instrument for the purposes therein contained.

Witness my hand and official seal this 14th day of May, 2004.

Notary Public

My Commission Expires: 11/19/05

