Davidson County DEEDWARR
Recvd: 07/30/04 15:57 5pgs
Fees:28.00 Taxes:879.12

20040730-0091842

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS PLC
315 Deaderick Street, Suite 2700
Nashville, Tennessee 37238

GENERAL WARRANTY DEED

Address New Owner(s)	Send Tax Bills To:	Map-Parcel Number(s)
Tamay Ozari 3814 Charlotte Avenue Nashville, TN 37209	Same	Map 91-12, Parcel 226

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, JOHN W. MCDOUGALL, JR., and A. WYLIE MCDOUGALL ("Grantors") have bargained and sold, and by these presents transfer and convey unto TAMAY OZARI ("Grantee"), his heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being the easterly half of an alley lying east of and adjoining Blocks Nos. 15 and 17, Plan No. 1, West Nashville, as of record in Book 57, pages 74 and 75, Register's Office for said County, two unnumbered blocks immediately east of said alley and the alley between said unnumbered blocks, described together as follows:

Beginning at the southwest corner of 41st Avenue North, formerly Bass Street, and Indiana Avenue; thence with the southerly margin of Indiana Avenue, westwardly 172 feet, more or less, to the center of an alley; thence with the center of said alley, southwardly 325 feet to the northerly line of the property conveyed to F. M. Crow, et al., by deed from N. C. Lyon and wife, of record in Book 805, page 199, said Register's Office; thence with said line, eastwardly 142.5 feet, more or less, to the westerly margin of 41st Avenue North; thence with said avenue, northwardly 327.4 feet, more or less to the beginning.

Being the same property conveyed to John W. McDougall, Jr. and A. Wylie McDougall, by Deed of record in Book 6504, page 451, Register's Office for Davidson County, Tennessee.

The source of this description is the prior deed.

This is improved property known as 623 41st Avenue North, Nashville, Tennessee.

Said property is conveyed subject to the following matters:

1. 2004 Taxes, a lien, which is not yet due and payable.

2. All matters shown on Plat recorded in Book 57, pages 74 and 75, said Register's Office.

3. Rights of the Railroad under a Charter Right-of-Way.

4. Rights of the railroad company servicing the railroad siding located on the insured premises in and to the ties, rails and other properties constituting said railroad siding or in and to the use thereof and also rights of others entitled in and to the use thereof.

5. All matters shown on Survey Number 04004, dated 1/27/04 and updated 7/13/04, prepared by Phillip E. Holmes, Jr., TRLS # 1728, of Volunteer Surveying.

6. Lease Agreement with Tri Star Waste dated November 24, 2003.

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estate, title, and interest thereto belonging to Grantee, his heirs and assigns, forever. Grantors covenant that, subject to the matters set forth above, Grantors are lawfully seized and possessed of said land in fee simple, have good right to convey it, and that same is unencumbered.

Grantors further covenant and bind themselves and their heirs and representatives to warrant and forever defend the title to said land to Grantee, his heirs and assigns, against the lawful claims of all persons whomsoever except claims arising out of the matters set forth above.

Whenever used, the singular shall include the plural and the plural the singular and the use of any gender shall be applicable to all genders.

WITNESS our hands this 28 day of July, 2004.

JOHN W. MCDOUGALL, JR.

A. WYLIE MCDOUGALL

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WITNESS our hands this 29 day of July, 2004.

JOHN W. MCDOUGALL, JR.

A. WYLIE MCDOUGALL

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before the undersigned, a Notary Public in and for the State and County aforesaid, JOHN W. MCDOUGALL, JR., the within named bargainor, 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, at office, this 28th day of July, 2004.

Joni Miller
Notary Public

My Commission Expires: January 26, 2008

JONI MILLER
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TN
My Commission Expires Jan. 26, 2008

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before the undersigned, a Notary Public in and for the State and County aforesaid, A. WYLIE MCDOUGALL, the within named bargainor, 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, at office, this 29th day of July, 2004.

Beth Mims
Notary Public

My Commission Expires: Notary Public Davidson County, Tennessee My Commission Expires Jan. 28, 2008

BETH MIMS
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENNESSEE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property conveyed (whichever is greater) is $237,600.00.

Affiant

Sworn to and subscribed before me this 30th day of July, 2004.

Notary Public

My Commission Expires: January 26, 2008

JONI MILLER
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TN
My Commission Expires Jan. 26, 2008

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