Davidson County DEEDWARR
Recvd: 08/10/04 15:46 3pgs
Fees:18.00 Taxes:1110.00
20040810-0096726

This Instrument Prepared By:
BONE MCALLESTER NORTON PLLC
511 Union Street
Suite 1600
Nashville, Tennessee 37219

Address New Owner(s)	Send Tax Bills To:	Map & Parcel Nos.:
W. Ralph Emery and **Joy K. Emery** **6528 Radcliff Drive** **Nashville, TN 37221**	**New Owner**	**157-00-0-120.00**

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Regions Bank (herein referred to as "Grantor") has this day bargained and sold and, by these presents, does hereby transfer and convey unto W. Ralph Emery and wife, Joy K. Emery (hereinafter individually and collectively referred to as "Grantee"), their heirs and assigns, forever, the following described tract or parcel of land located in Davidson County, Tennessee, to-wit:

> Land in Davidson County, Tennessee, being Lot No. 70 on the Plan of Devonshire Manor Subdivision Section 2, as shown on plat of record in Plat book 5200, page 242, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.
>
> Being the same property conveyed to Regions Bank by Trustee's Deed of record in Instrument No. 20040219-0019463, Register's Office for Davidson County, Tennessee.

The street address of the property is believed to be 6529 Radcliff Drive, Nashville, Davidson County, Tennessee, but such address is not part of the legal description. In the event of any discrepancy, the legal description herein shall control.

This property is sold AS IS WHERE IS, without representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PROPERTY IS TO BE SOLD WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTABILITY, CONDITION, OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

TO HAVE AND TO HOLD said tract or parcel of land together with all the improvements thereon and the appurtenances thereunto belonging unto the said Grantee, his heirs and assigns, in fee simple, forever.

GRANTOR COVENANTS with the said Grantee that it is lawfully seized and possessed of said property, that it has a good and lawful right to sell and convey the same, and that it is free from any lien or encumbrance whatsoever, except for applicable zoning and building regulations, all visible easements, restrictions and limitations of record, and 2004 real estate taxes, which are to be prorated.

GRANTOR FURTHER COVENANTS with the said Grantee and binds itself, its successors and assigns, to warrant and forever defend the title thereto of said tract or parcel of land to the said Grantee, his heirs and assigns, against the lawful claims and demands of all persons whomsoever.

ALL warranties of Grantor herein contained are expressly limited to those persons or parties claiming by, through or under Grantor.

WITNESS this the 10th day of August, 2004

GRANTOR:

REGIONS BANK

By: _____

Arthur M. Willard
Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The greater of the consideration for this transfer or the value of the property is $300,000.00.

AFFIANT

Subscribed and sworn to before me, this 10th day of August, 2004.

NOTARY PUBLIC

My Commission Expires: 9-30-06

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, Kimberley R. Mankin of the state and county aforementioned, personally appeared Arthur M. Willard, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of Regions Bank, within named bargainor, and that he as such Vice President, executed the foregoing instrument for the purpose therein contained, by signing the name of Regions Bank by himself as Vice President.

NOTARY PUBLIC

My Commission Expires: 9-30-06