PREPARED BY (AND RETURN TO):

WILKINS & IVEY
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W & I Ref: Title No: 45850

Dav. Co. File: Box 8

Davidson County DEEDWARR
Recvd: 09/01/04 13:33 3pgs
Fees:18.00 Taxes:2366.15
20040901-0105885

ADDRESS NEW OWNER:	**RESPONSIBLE FOR TAX PAYMENT:**
Ryan A. Wells Laura E. Wells 4007 Vailwood Drive Nashville, Tennessee 37215	First Horizon Home Loan Corp. D/B/A First Tennessee Home Loans 2525 West End Ave., Suite 350 Nashville, Tennessee 37212

TAX MAP-PARCEL NUMBERS: 117-13-037

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$639,500.00** , cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **James W. Brewer and spouse, Laura K. Ashby**, hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Ryan A. Wells and spouse, Laura E. Wells** hereinafter called the **Grantee**, Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

Land in Davidson County, Tennessee, being Lot No. 23 on the Plan of Wallace Subdivision, Part 3, as of record in Book 1130, page 82, said Register's Office.

Said Lot No. 23 fronts 100 feet on the westerly side of Vailwood Drive and runs back 202.3 feet on the northerly line and 201.3 feet on the southerly line to a dead line, measuring 100 feet thereon.

Being the same property conveyed to James W. Brewer and Laura K. Ashby by deed from J. Gordon Campbell, Jr. and Phil S. Campbell, Co-Trustees of the Joseph G. Campbell Revocable Trust, with power to sell or convey without joinder beneficiary of record in Book 9406, page 948, Register's Office for Davidson County, Tennessee.

Description Reference: The description is the same as that used in the last deed prior to this transaction.

This conveyance is subject to: Taxes for 2004, and subsequent years; The Plan, with Owner's Certificate, of record in Book 1130, Page 82, said Register's Office, which Plan shows a 60 foot minimum building setback line from Vailwood Drive and a 10 foot easement for public utility purposes along the rear line(s).

And a 10 foot easement for sanitary sewers and/or storm drainage across/along the southerly line of said lot and a 10 foot temporary construction easement north of and east of and adjacent thereto, all as granted to Metropolitan Government by instrument of record in Book 3888, page 821, said Register's Office.

This instrument is executed on behalf of Laura K. Ashby by James W. Brewer as Attorney in Fact pursuant to a Power of Attorney being recorded simultaneously herewith. The affidavit of said Attorney in Fact is attached as "Exhibit A' to this instrument and incorporated herein by reference.

This is improved property, known as: 4007 Vailwood Drive, Nashville, Tennessee 37215

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, Grantee's heirs or assigns, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seised and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out.

GRANTOR FURTHER COVENANTS and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS THE EXECUTION HEREOF this 31st day of August, 2004 .

James W. Brewer

Laura K. Ashby By:James W. Brewer, Atty-in-Fact

State of TENNESSEE
County of DAVIDSON

On this 31st day of August, 2004 , before me the undersigned authority, personally appeared **James W. Brewer** , to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged the execution as a free act and deed.

My Commission Expires:

CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary

State of TENNESSEE
County of DAVIDSON My Commission Expires JULY 21, 2007

AFFIDAVIT

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is: $639,500.00

Affiant

Sworn and subscribed before me this 31st day of August, 2004

My Commission Expires:

CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public

My Commission Expires JULY 21, 2007

State of Tennessee
County of Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named , **James W. Brewer** with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument on behalf of **Laura K. Ashby** , as Attorney-in-Fact, as the free act and deed of the said Principal(s).

Witness my hand and official seal at Nashville, Tennessee, this 31st day of August, 2004

Notary Public

My Commission Expires:

CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires JULY 21, 2007

EXHIBIT "A"
To
Warranty Deed

FROM: James W. Brewer and spouse, Laura K. Ashby

TO: Ryan A. Wells and spouse, Laura E. Wells

State of Tennessee
County of Davidson

AFFIDAVIT

The undersigned Affiant, being first duly sworn, deposes and says as follows:

1. That the document to which this affidavit is exhibited is executed by the undersigned as attorney-in-fact for the principal(s) thereon shown.

2. That this execution is proper and within the scope of the power-of-attorney referenced in the instrument.

3. Pursuant to the provisions of *Tennessee Code Annotated,* Section 34-6-105(c), of the Uniform Durable Power of Attorney Act, the undersigned Affiant certifies that at the time of execution of said document the Affiant had no knowledge or notice of the termination of the power-of-attorney, either by revocation or by a principal's death, disability, or incapacity.

Further the Affiant Saith not.

James W. Brewer, Affiant

Sworn to and subscribed before me this
31st day of August, 2004

Notary Public

My Commission Expires:

CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires JULY 21, 2007