40-A

**********PLEASE DO NOT PUBLISH**********

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

Davidson County DEEDWARR
Recvd: 09/30/04 15:39 2pgs
Fees:13.00 Taxes:566.10
20040930-0118131

ADDRESS NEW OWNER:

Alene M. Gnyp
Andrew Gnyp, Jr.
129 North Country Club Dr.
Hendersonville, TN 37066

SEND TAX BILL:

GMAC Mortgage Corporation
P.O. Box 963
Horsham, PA 19044-0963

MORTGAGEE:
GMAC Mortgage Corporation
P.O. Box 963
Horsham, PA 19044-0963

MAP AND PARCEL:
MAP 93-10-0-A
PARCEL 431CO

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, **Christy A. Rhodes, unmarried**, ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto **Alene M. Gnyp and husband, Andrew Gnyp, Jr.**, ("Grantee"), their 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 Unit No.431 on the plan of Howell Park, a Condominium, of record in Book 6250, page 868, Register's Office for said County, to which plan reference is hereby made for a more complete description, together with the appurtenant interest in the common elements of Howell Park Condominium Apartments, a horizontal property regime established by Master Deed of record in Book 6816, page 411, as amended in Book 11429, page 947, said Register's Office.
>
> Being the same property conveyed to Christy A. Rhodes, by deed from Jonathan Kyle Alexander and wife, Letisha Kay Alexander, of record in Instrument Number 20010501-0043934, said Register's Office.
>
> This conveyance is made subject to such limitations and restrictions and easements as may affect the premises.

This is improved property known as 431 2nd Avenue South, Nashville, TN 37201.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Grantee, their heirs, successors and assigns, forever; and Grantor, does covenant with Grantee that she 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 herself, her heirs, assigns and representatives, to warrant and forever defend the title to the Property to Grantee, their 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.

Witness its hand this 29th day of September, 2004.

Christy A. Rhodes

STATE OF ALABAMA)
COUNTY OF Montgomery)

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

Witness my hand and official seal this 29th day of September, 2004.

Notary Public

SHARON T. FULMER NOTARY PUBLIC ALABAMA STATE AT LARGE

My Commission Expires: 1-25-06

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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The actual value or consideration, whichever is greater, for this transfer is $153,000.00.

AFFIANT

Subscribed and sworn to before me
this 30th day of September, 2004.

NOTARY PUBLIC

CATHERINE H. GWYN Notary Public At Large DAVIDSON COUNTY, TENN.

My Commission Expires: 1/29/05

My Commission Expires
January 29, 2005