Davidson County DEEDWARR
Recvd: 10/12/04 15:32 3pgs
Fees:18.00 Taxes:592.00
20041012-0123037

PREPARED BY:
COMMONWEALTH TITLE AGENCY OF NASHVILLE, INC.
333 GALLATIN ROAD SOUTH
MADISON, TN 37115

WARRANTY DEED

THIS INDENTURE is made and entered into this 12th day of **October, 2004, by and between LINDSEY N. SMITH, III, UNMARRIED, hereinafter called Grantor, and MARION J. HOORMANN and CATHERINE A. HOORMANN, HUSBAND AND WIFE, hereinafter called Grantees.**

W I T N E S S E T H: That for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which are hereby acknowledged, LINDSEY N. SMITH, III, UNMARRIED, as Grantor, does hereby bargain, sell, transfer and convey unto MARION J. HOORMANN and CATHERINE A. HOORMANN, HUSBAND AND WIFE, hereinafter referred to as Grantees, their successors, heirs and assigns, all of that certain real estate located in DAVIDSON County, Tennessee, being more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference, together with all right, title and interest of Grantor in and to all buildings and fixtures located on said real estate, and any easements and rights-of-way adjoining or abutting said real estate and any covenants and other rights appurtenant thereto (collectively, the "Property"). This conveyance of the "Property" and all covenants and warranties contained herein, are made expressly subject to the exceptions and other matters set forth in Exhibit "B", which is attached hereto and incorporated herein by reference.

This is improved property known as 1202 SOUTH GRAYCROFT AVENUE, MADISON, TENNESSEE 37115.

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estate, title and interest unto Grantees, their successors, heirs and assigns forever. The Grantor covenants and agrees with the said Grantees that Grantor is lawfully seized and possessed of the said real estate and that Grantor has a good and lawful right to sell the same. The Grantor further covenants that the same is unencumbered except as otherwise set forth in Exhibit "B".

Grantor further covenants and binds himself and his successors, heirs and assigns, to warrant and forever defend the title to said Grantees, their successors, heirs and assigns, against the lawful claims of all person whomsoever.

WITNESS the hand and seal of Grantor on the day and year first above written.

Lindsey N. Smith III

LINDSEY N. SMITH, III
Signature of Seller

INDIVIDUAL
STATE OF TENNESSEE) COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public of said County and State, LINDSEY N. SMITH, III, UNMARRIED, 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/she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 12th day of October, 2004.

Barbara Black
Notary Public

BARBARA BLACK NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires:

My Commission Expires NOV. 26, 2005

Name and Address:

MARION J. HOORMANN and CATHERINE A. HOORMANN, HUSBAND AND WIFE

1202 SOUTH GRAYCROFT AVENUE
MADISON, TENNESSEE 37115

Property Address:

1202 SOUTH GRAYCROFT AVENUE
MADISON, TENNESSEE 37115

Person Responsible for Taxes:

SAME

Map & Parcel #: MAP 51-6, PARCEL 32

AFFIDAVIT OF VALUE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater is $160000 which amount is equal to, or greater than, the amount which the property, or interest in property transferred, would command at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me, a Notary Public, this 12th day of October, 2004.

Barbara Black
Notary Public

BARBARA BLACK NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires:

My Commission Expires NOV. 26, 2005

RETURN TO:

JOHN R. REYNOLDS, ATTORNEY AT LAW
SUITE 2703, THE OFFICE TOWER
611 COMMERCE STREET, NASHVILLE, TN 37203

EXHIBIT 'A'

Lot No. 9 on the Plan of Oakland Acres, Section VI, as of record in Book 2330, page 97, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

INCLUDED IN THE PLAT DESCRIPTION FOR THE ABOVE LOT BUT EXPRESSLY EXCLUDED FROM THE HEREIN CONVEYANCE is that certain portion of the property which was vested in the Metropolitan Government of Nashville and Davidson County, Tennessee, by Agreed Final Order in the Third Circuit Court for Davidson County at Nashville, Docket No. 89C-111, and said Order being of record in Book 8463, page 415, said Register's Office, said portion being described as follows:

Beginning at a point on the westerly right-of-way of South Graycroft Avenue approximately 25 feet west of existing centerline; thence S8 26' 24"W along existing right-of-way line for a distance of 150.0 feet to a point; thence N81 23' 21"W for a distance of 5.0 feet to a point; thence N8 26' 24"E along proposed right-of-way line for a distance of 150.0 feet to a point; thence S81 23' 21"E for a distance of 5.0 feet to the point of beginning and containing therein an area of 750 (plus or minus) square feet.

Being the same property conveyed to LINDSEY N. SMITH,III, by Warranty Deed from GARY D. LEFTWICH, TRUSTEE OF THE JEAN H. BROWN CHARITABLE TRUST, ESTABLISHED UNDER THE IRREVOCABLE TRUST AGREEMENT OF WILLIAM H. HILL, DATED JANUARY 29, 1998, AND TO HIS SUCCESSORS IN TRUST, as to a two-thirds undivided interest, and DR. HAROLD L. GENTRY, A MARRIED MAN, AND LINDA GENTRY, HIS WIFE, as to a one-third undivided interest, of record as Instrument Number 20010409-0034897, Register's Office for DAVIDSON County, Tennessee.

EXHIBIT 'B'

1. All REAL PROPERTY taxes for the year 2005 and subsequent years, A LIEN, not yet due and payable.

2. All matters as set forth on the Plan of Oakland Acres, Section Six, of record in Plat Book 2330, page 97, said Register's Office, including any and all setback lines, easements, notes, restrictions, etc., as may be shown thereon, including but not limited to:

a. 100 foot Minimum Building Setback Line from Briarville Road.

b. 30 foot Minimum Building Setback Line from Graycroft Avenue.

c. Subject to divestiture of portion of lot per Order of Circuit Court of Davidson County, Tennessee, Docket Number 89C-111, Book 8463, page 415, Register's Office for Davidson County, Tennessee.

3. Sewer Easement to Metropoliitan Government of Nashville and Davidson County, Tennessee, of record in Book 5104, page 165, said Register's Office.

4. Temporary easement for slope purposes to Metropolitan Government of Nashville and Davidson County, Tennessee, as recited in Order of record in Book 8463, page 416, said Register's Office.