This instrument prepared by and return to: FEARNLEY & CALIFF, PLLC
211 DONELSON PIKE, STE. 113
NASHVILLE, TN 37214

Davidson County DEEDWARR
Recvd: 12/17/04 08:42 2pgs
Fees:13.00 Taxes:327.45

20041217-0149898

WARRANTY DEED

THIS INDENTURE made and entered into this 10th day of December, 2004, by and between Jo Anne Ratliff n/k/a Jo Ann Miskell and husband, Thomas W. Miskell, party of the first part, and James Peplinski and wife, Mary Peplinski, and William Dean Mohr, an unmarried man, party of the second part.

WITNESS: That for and in consideration of ten and no/100 Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, said party of the first part has bargained and sold and does hereby bargain, sell, convey, and confirm unto said party of the second part the following described real estate, situated and being in the County of Davidson, State of Tennessee, to wit:

LAND in Davidson County, Tennessee, being Lot No. 123 of the Plan of Antioch Park, Section 4, of record in Book 4300, Page 119, Register's Office for said County.
SAID Lot No. 123 fronts 70.00 feet on the northeasterly margin of Shihmen Drive and extends back 155.5 feet on the northerly line and 178.4 feet on the southerly line to a dead line in the rear, measuring 105.40 feet thereon.

Being the same property conveyed to Jo Anne Ratliff and Thomas W. Miskell, herein by Warranty Deed dated February 16, 1983 filed for record March 3, 1983 in Book 6014, Page 714, in the Register's Office of Davidson County, Tennessee. The said Jo Anne Ratliff, also known as Jo Ann Ratliff, is now known as Jo Ann Miskell.

TO HAVE AND TO HOLD the aforesaid real estate, together with all of the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, their heirs, successors, and assigns in fee simple forever.

The said party of the first part does hereby convenant with the said party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that same is unencumbered, except for: year 2005 Davidson County real property taxes, being a lien not yet due and payable, Subdivision Restrictions, Building Lines and Easements of record in Book 4300, Page 119, and Restrictions of record in Book 4533, Page 967, all being of record in said Register's Office, and that title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part the day and year first above written.

Jo Ann Miskell

Thomas W. Miskell

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Jo Ann Miskell and Thomas W. Miskell, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office this 10th day of December, 2004.

NOTARY PUBLIC

My Commission Expires: 7-30-06

JOSHUA R. HOPKINS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Property Owner & Address : James Peplinski, Mary Peplinski, and William Dean Mohr
972 Sundance Drive
Fremont, CA 94539

Tax Parcel No.: 162-04-0-024.00

Property Address: 4892 Shihmen Drive
Antioch, TN 37013

MAIL TAX BILLS TO: James Peplinski, Mary Peplinski, and William Dean Mohr
972 Sundance Drive
Fremont, CA 94539

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I, or we, hereby swear or affirm that to the best of Affiant's knowledge, information and belief the actual consideration for this transfer of value of the property transferred, whichever is greater is $88,500.00 which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

AFFIANT

SUBSCRIBED AND SWORN TO before me this 10th day of December, 2004.

NOTARY PUBLIC

My Commission Expires: 7-30-06

JOSHUA R. HOPKINS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.