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 16th day of **December, 2004, by and between JOE N. SMITH, MARRIED, hereinafter called Grantor, and MARVIS E. KRANTZ AND ELSIE E. KRANTZ, TRUSTEES, AND THEIR SUCCESSOR TRUSTEES, OF THE MARVIS E. KRANTZ AND ELSIE E. KRANTZ REVOCABLE LIVING TRUST, hereinafter called Grantee.**

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, JOE N. SMITH, MARRIED, as Grantor, does hereby bargain, sell, transfer and convey unto MARVIS E. KRANTZ AND ELSIE E. KRANTZ, TRUSTEES, AND THEIR SUCCESSOR TRUSTEES, OF THE MARVIS E. KRANTZ AND ELSIE E. KRANTZ REVOCABLE LIVING TRUST,hereinafter referred to as Grantee, 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 6201 HOMELAND DRIVE, NASHVILLE, TENNESSEE 37218.

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estate, title and interest unto Grantee, their successors, heirs and assigns forever. The Grantor covenants and agrees with the said Grantee 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 Grantee, their successors, heirs and assigns, against the lawful claims of all person whomsoever.

ELIZABETH C. SMITH, wife of the Grantor herein, joins in the herein conveyance for the sole purpose of conveying any right, title and interest she may have in and to the property described herein, marital or otherwise.

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

JOE N. SMITH
Signature of Seller

ELIZABETH C. SMITH
Signature of Seller

Davidson County DEEDWARR
Recvd: 12/20/04 09:43 3pgs
Fees:18.00 Taxes:436.60

20041220-0150723

INDIVIDUAL
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **JOE N. SMITH and his wife, ELIZABETH C. SMITH,** 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 16th day of **December, 2004.**

HOWARD M. SKIPWORTH NOTARY PUBLIC AT LARGE DAVIDSON CO. TENN.

Howard M Skipworth
Notary Public

My Commission Expires: _____

MY COMMISSION EXP. JANUARY 26, 2008

Name and Address of Property Owner:

MARVIS E. KRANTZ AND ELSIE E. KRANTZ, TRUSTEES, AND THEIR SUCCESSOR TRUSTEES, OF THE MARVIS E. KRANTZ AND ELSIE E. KRANTZ REVOCABLE LIVING TRUST

6201 HOMELAND DRIVE
NASHVILLE, TENNESSEE 37218

Property Address:

6201 HOMELAND DRIVE
NASHVILLE, TENNESSEE 37218

Person Responsible for Taxes:

SAME

Map & Parcel #: MAP 48, PARCEL 104

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 **$118000** 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.

Marvis E Krantz
Affiant

Sworn to and subscribed before me, a Notary Public, this _____ day of **December, 2004.**

Howard M Skipworth
Notary Public

My Commission Expires: _____

HOWARD M. SKIPWORTH NOTARY PUBLIC AT LARGE DAVIDSON CO. TENN.

MY COMMISSION EXP. JANUARY 26, 2008

RETURN TO:

COMMONWEALTH TITLE AGENCY OF NASHVILLE, INC.
333 GALLATIN ROAD SOUTH
MADISON, TN 37115 04-247J

EXHIBIT 'A'

A CERTAIN TRACT of land situated in the 13th Civil District of Davidson County, Tennessee, with said tract of land being more particularly described as follows:

Beginning on the westerly margin of Homeland Drive at the northeast corner of the property conveyed to Louis J. Rottero and wife, by deed from Homeland, Incorporated, of record in Book 2337, page 11, Register's Office for said County; thence with said Rottero's northerly boundary line northwesterly 401 feet; thence northeasterly 106 feet; thence southeasterly 395 feet to the westerly margin of Homeland Drive; thence with the same southwesterly 133 feet to the beginning.

Being the same property conveyed to JOE N. SMITH, MARRIED, by Warranty Deed from MARVIS E. KRANTZ AND ELSIE E. KRANTZ, TRUSTEES, AND THEIR SUCCESSOR TRUSTEES, OF THE MARVIS E. KRANTZ AND ELSIE E. KRANTZ REVOCABLE LIVING TRUST, of record at Instrument Number 20041130-0142066, 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 (MAP 48, PARCEL 104).

2. Easement for sanitary sewer and/or storm drainage, of record in Book 7726, page 218, Register's Office for Davidson County, Tennessee.

3. Unrecorded easements for roads and utilities, if any.

4. Company does not assume any liability whatsoever for the amount of acreage contained in the subject property.