PROPERTY TAX INFORMATION:

OWNER: Matthew D. Spain and wife,
Lori A. Spain
731 Greymont Drive
Nashville, TN 37217

SEND TAX BILLS TO: Same

THIS INSTRUMENT PREPARED BY:

JACK E. GRITTON, Attorney
752 South Church Street
Murfreesboro, TN 37130

Map/Group: 120
Parcel: 5

Davidson County DEEDWARR
Recvd: 01/05/05 10:48 2 pgs
Fees:13.00 Taxes:1065.60
20050105-0001763

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, we the undersigned, **Shirley M. Jones, unmarried and George Clark, III and wife, Nicki M. Clark,** have bargained and sold and does hereby transfer and convey unto **Matthew D. Spain and wife, Lori A. Spain,** their heirs and assigns, forever, that certain tract or parcel of real estate situated in the Civil District of Davidson County, Tennessee, and more particularly described as follows, to-wit:

BEING Lot 2, Resubdivision of Lots 115, Glencliff Estates, Section 2 and Lot 233 Glengarry Park, Section 2 as of record in Book 5800, Page 47, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Shirley M. Jones, unmarried and Nicki M. Clark by Quit Claim Deed from Kenneth E. Young etux, Teresita E. Young dated June 16, 1998 and filed for record in Book 10998, Page 415, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO restrictive covenants, easements and setback lines that are applicable to the above described property, and of record, and to all zoning and subdivision regulations of the appropriate governmental body.

TO HAVE AND TO HOLD the said real estate, together with the appurtenances, estate, title and interest thereunto belonging unto the said Grantees, their heirs and assigns, forever.

We, the undersigned, covenants with the said Grantees that we are lawfully seized and possessed of said real estate; that we have a good right to convey the same; and that the same is unencumbered, except by lien of the 2004 property taxes which have been prorated between the parties and the Grantors having paid their prorata share unto the Grantees at closing, the Grantees agreeing to pay the same in full when due.

We, the undersigned further covenants and bind ourselves, our heirs and assigns, to forever warrant and defend the title to said real estate to the said Grantees, their heirs and assigns, against the lawful claims of all persons, whomsoever.

Possession of said real estate is to be given by the Grantors to the Grantees upon delivery of this deed.

WITNESS OUR HAND, this the 30th day of December, 2004.

Shirley M. Jones

George Clark, III

Nicki M. Clark

STATE OF TENNESSEE)
ss.
RUTHERFORD COUNTY)

On this 30th day of December, 2004, before me personally appeared Shirley M. Jones, unmarried and George Clark, III and wife, Nicki M. Clark, to me known or who proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the foregoing instrument (WARRANTY DEED) for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL, at Murfreesboro, Tennessee.

JACK EVANS GRITTON, II Notary At Large RUTHERFORD COUNTY, TN

NOTARY PUBLIC

My Commission Expires: 06/22/08

STATE OF TENNESSEE)
ss
RUTHERFORD COUNTY)

AFFIDAVIT OF VALUE

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $ 288,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT

Sworn to and subscribed before me, on this 30th day of December, 2004.

JACK EVANS GRITTON, II Notary At Large RUTHERFORD COUNTY, TN

NOTARY PUBLIC

My Commission Expires: 06/22/08

/G3960