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

Davidson County DEEDWARR
Recvd: 05/25/05 09:19 4 pg
Fees:23.00 Taxes:429.20

20050525-0058851

WARRANTY DEED

THIS INDENTURE is made and entered into this 20th day of May, 2005, by and between RONALD WAYNE PHELPS, MARRIED, and JAMES RAY PHELPS, MARRIED hereinafter called Grantors, and CATHERINE I. SMITH, UNMARRIED, 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, RONALD WAYNE PHELPS, MARRIED, and JAMES RAY PHELPS, MARRIED, as Grantors, do hereby bargain, sell, transfer and convey unto CATHERINE I. SMITH, UNMARRIED, hereinafter referred to as Grantee, her 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 Grantors 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 3302 HAWKWOOD LANE, NASHVILLE, TENNESSEE 37207.

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estate, title and interest unto Grantee, her successors, heirs and assigns forever. The Grantors covenant and agree with the said Grantee that Grantors are lawfully seized and possessed of the said real estate and that Grantors have a good and lawful right to sell the same. The Grantors further covenant that the same is unencumbered except as otherwise set forth in Exhibit "B".

Grantors further covenant and bind themselves and their successors, heirs and assigns, to warrant and forever defend the title to said Grantee, her successors, heirs and assigns, against the lawful claims of all person whomsoever.

CAROL M. PHELPS, wife of RONALD WAYNE PHELPS, the Grantor herein, and FRANCES LOUISE PHELPS, wife of JAMES RAY PHELPS, join 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 hands and seals of Grantors on the day and year first above written.

Ronald Wayne Phelps
RONALD WAYNE PHELPS
Signature of Seller

Frances Louise Phelps
FRANCES LOUISE PHELPS
Signature of Seller Spouse

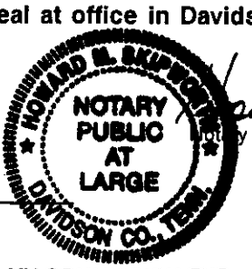
James Ray Phelps
JAMES RAY PHELPS
Signature of Seller

Carol M. Phelps
CAROL M. PHELPS
Signature of Seller Spouse

INDIVIDUAL
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public of the aforesaid County and State, **RONALD WAYNE PHELPS, joined by his wife, FRANCES LOUISE PHELPS, the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.**

Witness my hand and official seal at office in Davidson County, this 20th day of **May, 2005.**



Notary Public

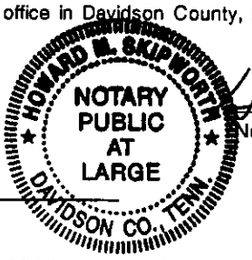
My Commission Expires:_____

MY COMMISSION EXP. JANUARY 26, 2008

INDIVIDUAL
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public of the aforesaid County and State, **JAMES RAY PHELPS, joined by his wife, CAROL M. PHELPS,** the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office in Davidson County, this **20th** day of **May, 2005.**



Notary Public

My Commission Expires:_____

MY COMMISSION EXP. JANUARY 26, 2008

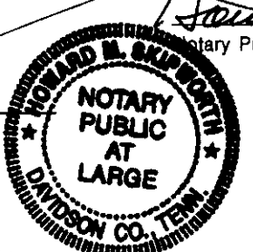
INDIVIDUAL
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

Witness my hand and official seal at office in Davidson County, Tennessee, this **20th** day of **May, 2005.**

Notary Public

My Commission Expires:_____



MY COMMISSION EXP. JANUARY 26, 2008

Name and Address of Property Owner:

CATHERINE I. SMITH, UNMARRIED

3302 HAWKWOOD LANE
NASHVILLE, TENNESSEE 37207

Property Address:

3302 HAWKWOOD LANE
NASHVILLE, TENNESSEE 37207

Person Responsible for Taxes:
GMAC Mortgage Corp.
P.O. Box 4025
Coraopolis, PA 15108-6942

Map & Parcel #: MAP 50-11, PARCEL 44

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 **$116000** 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.

Catherine I Smith
Affiant

Sworn to and subscribed before me, a Notary Public, this 20th day of **May, 2005.**

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 05-261J

EXHIBIT 'A'

Land in Davidson County, Tennessee, being Lot No. 603 and the south one-half of Lot No. 604 on the Plan of Parkwood Estates, Section Four, as of record in Book 3300, pages 79 & 80, Register's Office for said County.

Said Lot No. 603 fronts 81.09 feet on the easterly side of Hawkwood Lane and runs back between lines, 102.85 feet on the southerly side and 141.0 feet on the northerly side, to the northwesterly line of Lot No. 601, measuring 78.7 feet thereon.

Said south one-half of Lot No. 604 fronts 37.5 feet on the easterly side of Hawkwood Lane and runs back between lines, 141.0 feet on the southerly side and 140 feet, more or less, on the northerly side, to the westerly line of Lot No. 599, measuring 37.5 feet thereon.

Being the same property conveyed to James W. Phelps and wife, Edna W. Phelps, by Warranty Deed from Gaines Home Building Corporation, a Tennessee corporation, of record in Book 3570, page 196, Register's Office for Davidson County, Tennessee. The said James W. Phelps having since died, the property vested by operation of law in his surviving spouse, Edna W. Phelps. Edna W. Phelps subsequently married Wilmer E. Nicks and became Edna W. Phelps Nicks, a/k/a Edna Wardelle Nicks and Wardelle Phelps Nicks. Edna W. Phelps Nicks, a/k/a Wardelle Phelps Nicks died on February 20, 2001, and by her Last Will and Testament filed in the Probate Court for Davidson County, Tennessee, Filed to Docket No. 01P-1106, and filed in Will Book Volume 1980/363028, the property was devised and bequeathed unto Wilmer E. Nicks, a life estate, and the remainder to her two sons, James Ray Phelps and Ronald Wayne Phelps. Further being the same property subsequently conveyed to James Ray Phelps, married, and Ronald Wayne Phelps, married, by Quitclaim Deed relinquishing a life estate in said property from Wilmer E. Nicks, being recorded simultaneously herewith on May 25, 2005, of record in Instrument Number 20050525005885O, Register's Office for Davidson County, Tennessee.

EXHIBIT 'B'

1. All Davidson County Real Property Taxes for the year 2005 and subsequent years, A LIEN, not yet due and payable (MAP 50-11, PARCEL 44).

2. All matters as set forth on the Plan of Section Four, Parkwood Estates, of record in Plat Book 3300, pages 79 and 80, Register's Office for Davidson County, Tennessee, including any and all setback lines, easements, notes, restrictions, etc., as may be shown thereon.

3. Restrictive Covenants of record in Book 3434, page 270, amended in Book 3616, page 269 and Book 3702, page 519, Register's Office for Davidson County, Tennessee.

4. Requirement contained in deed of record in Book 3570, page 196, which requirement is set forth on page 197 thereof, which states: "The within conveyance of the South one-half of said Lot NO. 604 results in a reduction of the area contained within said lot. The Metropolitan Planning Commission of Nashville and Davidson County, Tennessee, has joined in the execution of the within conveyance of said part of said lot, provided however, that no conveyance of said part of said lot shall at any time hereafter be made except that all of said Lot No. 603 shall be included in such conveyance unless with the consent and approval of the said Metropolitan Planning Commission of Nashville and Davidson County, Tennessee.