PREPARED BY & RETURN TO: PERRONE & YOUNG, ATTYS. 109 WESTPARK DRIVE, SUTIE 330 BRENTWOOD, TN 37027

PREPARED BY (AND RETURN TO):

WILKINS & IVEY
Attorneys At Law

Woodmont Centre, Suite 100
104 Woodmont Blvd.
Nashville, TN 37205
Ph. (615) 298-3312 - Fax. 292-8746
E-mail: *main@wilkinsandivey.com*

W & I Ref: Title No: 46486

Dav. Co. File: Box 8

Davidson County DEEDWARR
Recvd: 07/11/05 10:42 3 pg
Fees:18.00 Taxes:1396.75
20050711-0079815

ADDRESS NEW OWNER:	**RESPONSIBLE FOR TAX PAYMENT:**
Stephen E. Smail Jessica E. Young 1006 Graybar Lane Nashville, Tennessee 37204	NEW OWNER

TAX MAP-PARCEL NUMBERS: 118-13-018

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$377,500.00** , cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **David Jon Furbish and wife, Anne F. Choquette**, hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Stephen E. Smail, unmarried, and Jessica E. Young, unmarried, as joint tenants with right of survivorship,** hereinafter called the **Grantee**, Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

A lot or parcel of land in the 7th formerly 11th, Civil District of Davidson County, Tennessee, being Lot No. 14 on the map of Section "I" Oriental Golf Club Subdivision, described according to a survey made by Z.J. Wilkinson, surveyor, December 17th, 1938, as follows:

BEGINNING on the northerly margin of Graybar Lane at a point 209.6 feet west of the westerly margin of 10th Avenue South, said point being the corner of Lots Nos. 13 and 14; thence with the line between said two lots northwardly 196.3 feet to the common corner of Lots Nos. 7,8,13 and 14, thence with the line between Lots 7 and 14 westwardly 75 feet to the common corner of Lots 6,7,14 and 15, thence southwardly with the line between Lots Nos. 14 and 15, 189.9 feet to the northerly margin of Graybar Lane, thence with said Lane eastwardly 75 feet to the BEGINNING.

Subject property is also known as Lot 14 on the Map of Section One-Oriental Golf Club Subdivision of record in Book 1424, Page 10, said Register's Office.

BEING the same property conveyed to David Jon Furbish and wife, Anne F. Choquette by deed from Don Burnell and wife, Paulette Burnell of record in Document No. 20030730-0107007 Register's Office for Davidson County, Tennessee.

Description Reference: Described from source materials examined by the attorney preparing this conveyance.

This conveyance is subject to: Taxes for 2005, and subsequent years; All matters shown on the Plan of record in Book 1424, Page 10, said Register's Office.

This instrument is executed on behalf of David Jon Furbish by Anne J. Choquette as Attorney in Fact pursuant to a Power of Attorney being recorded simultaneously herewith. The affidavit of said Attorney in Fact is attached as "Exhibit A' to this instrument and incorporated herein by reference.

This is improved property, known as: 1006 Graybar Lane, Nashville, Tennessee 37204

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, Grantee's heirs or assigns, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seised and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out.

GRANTOR FURTHER COVENANTS and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS THE EXECUTION HEREOF this 28th day of June, 2005 .

David Jon Furbish By: Anne J. Choquette, Atty-in-Fact

Anne F. Choquette

State of TENNESSEE
County of DAVIDSON

On this 28th day of June, 2005 , before me the undersigned authority, personally appeared **Anne F. Choquette** , to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged the execution as a free act and deed.

My Commission Expires:

CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary

State of TENNESSEE
County of DAVIDSON My Commission Expires JULY 21, 2007

AFFIDAVIT

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is: $377,500.00

Affiant

Sworn and subscribed before me this 28th day of June, 2005

Notary Public

My Commission Expires: 11-25-06

E. MANNIX STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Wldoc: Deed Wty--12/92

State of Tennessee
County of Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named , **Anne J. Choquette** with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument on behalf of **David Jon Furbish** , as Attorney-in-Fact, as the free act and deed of the said Principal(s).

Witness my hand and official seal at Nashville, Tennessee, this 28th day of June, 2005

Notary Public

My Commission Expires:

CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires JULY 21, 2007

EXHIBIT "A"
To
Warranty Deed

FROM: David Jon Furbish and wife, Anne F. Choquette

TO: Stephen E. Smail and Jessica E. Young

State of Tennessee
County of Davidson

AFFIDAVIT

The undersigned Affiant, being first duly sworn, deposes and says as follows:

1. That the document to which this affidavit is exhibited is executed by the undersigned as attorney-in-fact for the principal(s) thereon shown.

2. That this execution is proper and within the scope of the power-of-attorney referenced in the instrument.

3. Pursuant to the provisions of *Tennessee Code Annotated,* Section 34-6-105(c), of the Uniform Durable Power of Attorney Act, the undersigned Affiant certifies that at the time of execution of said document the Affiant had no knowledge or notice of the termination of the power-of-attorney, either by revocation or by a principal's death, disability, or incapacity.

Further the Affiant Saith not.

Anne J. Choquette, Affiant

Sworn to and subscribed before me this

28th day of June, 2005

Notary Public

My Commission Expires:

CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires JULY 21, 2007