40-A

Davidson County DEEDWARR
Recvd: 07/13/05 08:49 2 pgs
Fees:13.00 Taxes:814.00
20050713-0080954

This Instrument Prepared By:
Gibson, Gregory & Gwyn, PLLC
201 Fourth Avenue, N. Suite 1900
Nashville Tennessee 37219

ADDRESS NEW OWNER:

Robert L. Marx, Jr.
4716 Cape Hope Pass
Hermitage, TN 37076

SEND TAX BILL:

SunTrust Mortgage, Inc.
P. O. Box 305110
Nashville, TN 37230-5110

MORTGAGEE:
SunTrust Mortgage, Inc.
P. O. Box 305110
Nashville, TN 37230-5110

MAP AND PARCEL:
MAP 98-13-0-A
PARCEL 71 CO

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the Grantees named herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Edward M. Taylor, unmarried**, ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto **Robert L. Marx, Jr., unmarried**, ("Grantee"), his heirs, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee (the "Property"), described as follows, to wit:

> Land in Davidson County, Tennessee, being Lot No. 71 on the Plan of New Hope Point, Phase One, Section Five, as of record in Plat Book 9700, page 591, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.
>
> Being the same property conveyed to Edward M. Taylor, by deed from D. R. Horton, Inc. DBA Torrey Homes, dated November 9, 1999, of record in Book 11738, page 528, Register's Office for Davidson County, Tennessee.
>
> This conveyance is made subject to the real estate taxes for the current year, which have been prorated and assumed by Grantee, and such limitations and restrictions and easements as may affect the premises.

This is improved property known as 4716 Cape Hope Pass, Hermitage, TN 37076.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Grantee, his heirs, successors and assigns, forever; and Grantor, does covenant with Grantee that he is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is unencumbered unless otherwise herein set out; and Grantor does further covenant and bind himself, his heirs, assigns and representatives, to warrant and forever defend the title to the Property to Grantee, his heirs, successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness its hand this 11th day of July, 2005.

Edward M. Taylor

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, of the state and county aforesaid, personally appeared Edward M. Taylor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes contained therein.

Witness my hand and official seal this 11th day of July, 2005.

Notary Public

My Commission Expires: 01/24/09

CATHERINE H. GWYN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires January 24, 2009

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $220,000.00.

AFFIANT

Subscribed and sworn to before me
this 11th day of July, 2005.

NOTARY PUBLIC

My Commission Expires: 01/24/09

CATHERINE H. GWYN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires January 24, 2009