This instrument prepared by:

First American Title Insurance Company
303 Center Avenue
Dickson, Tennessee 37055
(615)446-6730

Davidson County DEEDWARR
Recvd: 10/07/05 14:59 3 pgs
Fees:18.00 Taxes:1609.50
20051007-0121682

File No.: **2114-964928**

WARRANTY DEED

THIS INDENTURE, made and entered into this **Thirtieth day of September, 2005**, by and between **Matthew C. Rollings, an unmarried man**, parties of the first part, and **J. Evan Gower and wife, Amy E. Gower**, party of the second part,

WITNESSETH: This for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part had bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described Real Estate, situated and being in the City of **Nashville**, County of **Davidson**, State of **Tennessee**, to wit:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 217 ON THE MAP OF VICTORIA PLACE OF RECORD IN BOOK 332, PAGE 10 REGISTER'S OFFICE FOR SAID COUNTY.

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED FROM MARGARET H. MAYO, UNMARRIED TO MATTHEW C. ROLLINGS AND CARRIE G. WOOLPERT, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP AS RECORDED ON THE 23RD DAY OF APRIL, 2002, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE. THENCE, SAID PROPERTY BEING CONVEYED BY QUIT CLAIM DEED FROM VICTOR HAZELWOOD, TRUSTEE TO MATTHEW C. ROLLINGS AS RECORDED ON THE 2ND DAY OF JULY, 2004 IN INSTRUMENT NO. 20040702-0079486 IN SAID REGISTER'S OFFICE.

This conveyance is made subject to:
1) Taxes which have been assumed by Grantee; 2) All restrictions of record; 3) All easements of records; 4) All visible easements; 5) All matters appearing on the plan of record; 6) All applicable governmental and zoning regulations.

Parcel ID # **117-08 182.00**
X Improved OR
Unimproved property located at: **1509 Clayton Ave., Nashville, Tennessee 37212**

TO HAVE AND TO HOLD the aforesaid Real Estate together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his/her heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that he/she is lawfully seized in fee simple of the aforedescribed real estate; that he/she has good right to sell and convey the same; that the same is unencumbered, EXCEPT as set forth herein, and that the title and quiet possession thereto he/she warrants and forever defends against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part of the day and year first above written.

Matthew C. Rollings

STATE OF **TN**

COUNTY OF **DICKSON**

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared **Matthew C. Rollings** to me known to the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained as **his** free Act and Deed.

Witness my hand and Notarial Seal this **Thirtieth day of September, 2005.**

W. BRAD LEHMAN NOTARY PUBLIC AT LARGE WILLIAMSON CO. TENN.

Notary Public

My Commission Expires: 9/4/06

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Owner's Name: **J. Evan Gower and Amy E. Gower**

and Address: **1509 Clayton Ave.**
Nashville, TN 37212

Mail tax bills to, (Person or Agency responsible for payment of taxes)
New Owner

I, or we, hereby swear and affirm that, to the best of the affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is **$435,000.00** which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

Miranda Pieszchalski
Affiant

Subscribed and sworn to before me this **Thirtieth day of September, 2005.**

Rita Mangrum
Notary Public

My Commission Expires: 3-1-08

RITA MANGRUM NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TEXAS