Davidson County DEEDWARR
Recvd: 10/27/05 15:06 2 pgs
Fees:13.00 Taxes:290.45

20051027-0130096

This Instrument Prepared By:
LAWLESS & ASSOCIATES, P.C.
Suite 403, The Customs House
701 Broadway
Nashville, TN 37203

ADDRESS NEW OWNER:
Timothy L. Patton and [redacted], mp
Marquis L. Patton
1723 Edgewood Avenue
Nashville, Tennessee 37207

MORTGAGEE:
Capital Bank & Trust Company
1808 West End Avenue, Suite 600
Nashville, TN 37203

SEND TAX BILL:
To Owner
2014 Jordon Dr
Nashville TN 37218

MAP AND PARCEL:
MAP 71-5
GROUP
PARCEL 248

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, Capital Bank and Trust Company, hereinafter called the Grantor, has bargained and sold, and by these presents do transfer and convey unto Timothy L. Patton and [redacted], mp Marquis L. Patton, hereinafter called the Grantees, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

> Land in Davidson County, Tennessee, being Lot No. 3 as shown on the map entitled Re-subdivision of Brooklyn Heights Sub., of record in Plat Book 9700, page 4, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> BEING the same property conveyed to Capital Bank and Trust Company by deed from Thomas W. Lawless, as Substitute Trustee, as of record at Instrument No. 20050829-0103325, Register's Office for Davidson County, Tennessee.

This is improved property known as 1723 Edgewood Avenue, Nashville, TN 37207.

This conveyance is made subject to all restrictions, easements, zoning and planning ordinances, and health department regulations that may affect the premises.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Timothy L. Patton and [redacted], mp Marquis L. Patton, their heirs and assigns, forever; and Capital Bank and Trust Company, does covenant with the said Grantees that it is lawfully seized 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; and does further provide the limited covenant and binds itself and its successors, to warrant and defend the title to the said land to the said Grantees, their heirs and assigns, against lawful claims of

any person claiming under or through Capital Bank and Trust Company, but no further or otherwise.

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 my hand this the 27th day of October, 2005.

Capital Bank and Trust Company

BY: John W. Gregory

Its: Executive Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, John Gregory, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Executive VP of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office this 27 day of October, 2005.

A. Brandon Keane
Notary Public

My Commission Expires: MY COMMISSION EXPIRES JULY 25, 2009

A. BRANDON KEANE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $78,500.00.

Margaret Cotton
AFFIANT

Subscribed and sworn to before me
this 27th day of October, 2005.

NOTARY PUBLIC

My Commission Expires: MY COMMISSION EXPIRES SEPTEMBER 20, 2009

MORGAN L. BUTLER
NOTARY PUBLIC
STATE OF TENNESSEE
DAVIDSON COUNTY