40-A

Davidson County DEEDWARR
Recvd: 11/28/05 15:29 2 pgs
Fees:13.00 Taxes:234.03
20051128-0143134

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

ADDRESS NEW OWNER:

Richard W. Johnston
214 Old Hickory Blvd., #135
Nashville, TN 37221

MORTGAGEE:
1st Trust Bank for Savings
6525 Quail Hollow, Ste 300
Memphis, TN 38187-0257

SEND TAX BILL:

1st Trust Bank for Savings
6525 Quail Hollow, Ste 300
Memphis, TN 38187-0257

MAP AND PARCEL:
MAP 142-4-A
PARCEL 135

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, **McCauley Gray, III, unmarried** ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto **Richard W. Johnston**, ("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 Unit No.135, on the plan of Belle Forest Condominiums, of record in Plat Book 5200, page 167, Register's Office for said County, to which plan reference is hereby made for a more complete description, together with the appurtenant interest in the common elements of Belle Forest Condominiums, a horizontal property regime established by Master Deed of record in Book 5438, page 699, as amended in Instrument No. 20020321-0034877, said Register's Office.
>
> Being the same property conveyed to McCauley Gray, III, by deed from Gloria Diane Childress, unmarried, dated October 7, 2004, of record in Instrument No. 20041008-0122198, Register's Office for Davidson County, Tennessee.
>
> This conveyance is made subject to such limitations and restrictions and easements as may affect the premises.

This is improved property known as 214 Old Hickory Blvd., #135, Nashville, TN 37221.

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 are 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 my hand this 23 day of November, 2005.

McCauley Gray, III

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

Witness my hand and official seal this 23 day of November, 2005.

Notary Public

My Commission Expires: 7/21/07

ANDREW B. GIBSON, JR. Notary Public At Large DAVIDSON COUNTY, TENN. My Commission Expires July 21, 2007

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $63,250.00.

AFFIANT

Subscribed and sworn to before me
this 23 day of November, 2005.

NOTARY PUBLIC

My Commission Expires: 7/21/07

ANDREW B. GIBSON, JR. Notary Public At Large DAVIDSON COUNTY, TENN. My Commission Expires July 21, 2007