40-A

Davidson County DEEDWARR
Recvd: 12/12/05 15:39 2 pgs
Fees:13.00 Taxes:629.00
20051212-0149237

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

ADDRESS NEW OWNER:

Robin S. Clark
234-37th Avenue, North
Nashville, TN 37209

SEND TAX BILL:

AmSouth Bank
2050 Parkway Office Circle
Birmingham, AL 35244

MORTGAGEE:
AmSouth Bank
2050 Parkway Office Circle
Birmingham, AL 35244

MAP AND PARCEL:
MAP 92-13
PARCEL 447

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, **Laura Gilmer** ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto **Robin S. Clark**, ("Grantee"), her 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. 2 on the Plan of Re-subdivision of Lots 40 and 41 West End Land Company, as of record in Plat Book 4595, page 13, 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 Laura Gilmer, married, by Quitclaim Deed from Richard Ice, unmarried, and Ronald K. Gilmer, married, dated August 21, 2003, of record in Instrument No. 20030821-0121545, and replaced by Instrument No. 20030904-0128649, 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 234-37th Avenue, North, Nashville, TN 37209, and has never been the principal residence of Grantor or Grantor's spouse.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Grantee, her heirs, successors and assigns, forever; and Grantor, does covenant with Grantee that she 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 herself, her heirs, assigns and representatives, to warrant and forever defend the title to the Property to Grantee, ??#HIS-HERS?? 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 9th day of December, 2005.

Laura Gilmer by Deborah Ramirez

Laura Gilmer by Deborah Ramirez,
Attorney-in-Fact Pursuant to Limited
Power of Attorney recorded in
Instrument No. 20051212-0149236,
Register's Office for Davidson County,
Tennessee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public for and in the State and County aforesaid Deborah Ramirez, to me known, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the person who executed the foregoing instrument on behalf of Laura Gilmer, and who acknowledged that she executed the same as the free act and deed of Laura Gilmer. Witness my hand and official seal this 9th day of December, 2005.

Notary Public

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

My Commission Expires: 7/21/07

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $170,000.00.

AFFIANT

Subscribed and sworn to before me
this 9th day of December, 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