40-A

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

ADDRESS NEW OWNER:

Steven L. Swartz
Stephanie Swartz
237 54th Avenue North
Nashville, TN 37209

SEND TAX BILL:

USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, TX 78230

MORTGAGEE:
USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, TX 78230

MAP AND PARCEL:
MAP 91-15
PARCEL 18

Davidson County DEEDWARR
Recvd: 01/04/06 15:15 2 pgs
Fees:13.00 Taxes:1221.00
20060104-0001237

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, **Henry S. Hood and wife, Sarah Turrell Hood**, ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto **Steven L. Swartz and wife, Stephanie Swartz**, ("Grantee"), their 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 Hood Subdivision, as of record in Plat Book 8250, page 801, Register's Office for said County, to which plan reference is made for a more complete description.
>
> Being the same property conveyed to Henry S. Hood and wife, Sarah Turrell Hood, by deed from Charles William Pursley as Trustor, Trustee and Beneficiary, pursuant to the Trust Indenture of record in Book 3576, page 63, Register's Office for Davidson County, Tennessee, and Individually and Louise Pursley, Trustor and Beneficiary, under the terms and conditions of the said Trust Indenture and Individually, dated July 29, 1993, of record in Book 9042, page 299, said Register's Office.
>
> This conveyance is made subject to such limitations and restrictions and easements as may affect the premises.

This is improved property known as 237 54th Avenue North, Nashville, TN 37209.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Grantee, their heirs, successors and assigns, forever; and Grantor, does covenant with Grantee that they are lawfully seized and possessed of the Property in fee simple, have a good right to convey it, and the same is unencumbered unless otherwise herein set out; and Grantor does further covenant and bind themselves, their heirs, assigns and representatives, to warrant and forever defend the title to the Property to Grantee, their 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 our hands this 3rd day of January, 2006.

Henry S. Hood

Sarah Turrell Hood

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, of the state and county aforesaid, personally appeared Henry S. Hood and wife, Sarah Turrell Hood, 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 3rd day of January, 2006.

Notary Public

JEANNE BURTON GREGORY Notary Public At Large DAVIDSON COUNTY, TENN

My Commission Expires September 30, 2006

My Commission Expires: 9-30-06

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $330,000.00.

AFFIANT

Subscribed and sworn to before me
this 3rd day of January, 2006.

NOTARY PUBLIC

JEANNE BURTON GREGORY Notary Public At Large DAVIDSON COUNTY, TENN

My Commission Expires September 30, 2006

My Commission Expires: 9-30-06