Davidson County DEEDWARR
Recvd: 05/02/06 11:44 4 pgs
Fees:23.00 Taxes:185.00
20060502-0050348

PREPARED BY:
COMMONWEALTH TITLE AGENCY OF NASHVILLE, INC.
333 GALLATIN ROAD SOUTH
MADISON, TN 37115

WARRANTY DEED

THIS INDENTURE is made and entered into this 21st day of April, 2006, by and between MARTHA GIBBS JORDAN, MARRIED, and B. EUGENE GIBBS, MARRIED, and CHARLES EDWARD GIBBS, MARRIED, hereinafter called Grantors, and WILLIAM L. COGDILL and THERESA L. COGDILL, HUSBAND AND WIFE, hereinafter called Grantees.

W I T N E S S E T H: That for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which are hereby acknowledged, MARTHA GIBBS JORDAN, MARRIED, and B. EUGENE GIBBS, MARRIED, and CHARLES EDWARD GIBBS, MARRIED, as Grantors, do hereby bargain, sell, transfer and convey unto WILLIAM L. COGDILL and THERESA L. COGDILL, HUSBAND AND WIFE, hereinafter referred to as Grantees, their successors, heirs and assigns, all of that certain real estate located in DAVIDSON County, Tennessee, being more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference, together with all right, title and interest of Grantors in and to all buildings and fixtures located on said real estate, and any easements and rights-of-way adjoining or abutting said real estate and any covenants and other rights appurtenant thereto (collectively, the "Property"). This conveyance of the "Property" and all covenants and warranties contained herein, are made expressly subject to the exceptions and other matters set forth in Exhibit "B", which is attached hereto and incorporated herein by reference.

This is improved property known as 900 MAYNOR AVENUE, NASHVILLE, TENNESSEE 37216.

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estate, title and interest unto Grantees, their successors, heirs and assigns forever. The Grantors covenant and agree with the said Grantees that Grantors are lawfully seized and possessed of the said real estate and that Grantors have a good and lawful right to sell the same. The Grantors further covenant that the same is unencumbered except as otherwise set forth in Exhibit "B".

Grantors further covenant and bind, themselves and their successors, heirs and assigns, to warrant and forever defend the title to said Grantees, their successors, heirs and assigns, against the lawful claims of all person whomsoever.

Property being herein conveyed was not used as Grantors' marital residence and the spouses of the Grantors herein have no interest in the subject property, marital or otherwise.

WITNESS the hands and seals of the Grantors on the day and year first above written.

Martha Gibbs Jordan
MARTHA GIBBS JORDAN
Signature of Seller

B. Eugene Gibbs
By his attorney in fact Martha Gibbs Jordan
B. EUGENE GIBBS
Signature of Seller

Charles Edward Gibbs
CHARLES EDWARD GIBBS
Signature of Seller

INDIVIDUAL
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public of said County and State, MARTHA GIBBS JORDAN, the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand, at Madison **, TENNESSEE, this** 21 **day of April, 2006.**

Denise C. Allis
Notary Public

My Commission Expires: 5/24/2008

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

Personally appeared before me, the undersigned, a notary public in and for the above-stated county and state, MARTHA GIBBS JORDAN, to me known to be the person who executed the foregoing instrument on behalf of B. EUGENE GIBBS, and acknowledged that she executed the same as the free act and deed of the said B. EUGENE GIBBS, pursuant to that certain Specific Power of Attorney to Sell Real Estate, of record in Instrument No. 20060502-0050347, Register's Office for DAVIDSON County, Tennessee.

Witness my hand and official seal at Madison, Tennessee, on this the 21 day of April, 2006.

Denise C. Allis
Notary Public

My Commission Expires: 5/24/2008

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, CHARLES EDWARD GIBBS, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purpose therein contained.

Witness my hand and official seal at _____, Tennessee, on this 21 day of April, 2005.

Denise C. Allis
Notary Public

My commission expires: 5/24/2008

Name and Address of Property Owner:

WILLIAM L. COGDILL and THERESA L. COGDILL
911 ELVIRA AVE
~~900 MAYNOR AVENUE~~
NASHVILLE, TENNESSEE 37216

Property Address:

900 MAYNOR AVENUE, NASHVILLE, TENNESSEE 37216
Person Responsible for Taxes:

Countrywide Home Loans
4500 Park Granada
Calabasas, CA 91302

Map & Parcel #: MAP 72-6, PARCEL 46

AFFIDAVIT OF VALUE

STATE OF Tennessee :
COUNTY OF Davidson

I hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater is **50000** which amount is equal to, or greater than, the amount which the property, or interest in property transferred, would command at a fair and voluntary sale.

William L Cogdill

Affiant

Sworn to and subscribed before me, a Notary Public, this 21 day of **April, 2006.**

Denise C. Allis

Notary Public

My Commission Expires: 5/24/2008

DAVIDSON COUNTY, TENNESSEE ★ DENISE C. ALLIS ★ NOTARY PUBLIC AT LARGE

RETURN TO:

COMMONWEALTH TITLE AGENCY OF NASHVILLE, INC.
333 GALLATIN ROAD SOUTH
MADISON, TN 37115 06-7805

EXHIBIT 'A'

Land in Davidson County, Tennessee, being Lot No. 29 on the Map of Maynor Place Subdivision, as of record in Book 843, page 24, Register's Office for said County, and described as follows:

Beginning at a point in the southerly margin of Maynor Avenue at the corner of Lots 28 and 29; thence with the line between said lots southerly 148-3/4 feet to a point; thence northerly 79 1/2 feet west 154 1/2 feet to the easterly margin of Maynor Avenue as shown on said plan; thence northeasterly along the margin of said Avenue 192 1/4 feet; more or less, to a turn in said Avenue; thence easterly with said Avenue 21 1/4 feet to the beginning.

Being the same property conveyed to Herbert S. Gibbs and wife, Mary Lena Gibbs, by Warranty Deed from Winnie Leo Gregory and wife, Evelyn Louise Gregory, of record in Book 2138, Page 453, Register's Office for Davidson County, Tennessee. Mary Lena Gibbs having since died on December 5, 1999, intestate and married, and property vested, by operation of law, in her surviving spouse, Herbert S. Gibbs. Herbert S. Gibbs having since died on January 8, 2006, testate and unmarried, and by his Last Will and Testament, filed for probate in the Probate Court for Davidson County, Tennessee, Docket Number 06P-627, the property was devised unto his 3 children, Martha Gibbs Jordan, B. Eugene Gibbs and Charles Edward Gibbs, the Grantors herein.

EXHIBIT 'B'

1. All REAL PROPERTY taxes for the year 2006 and subsequent years, A LIEN, not yet due and payable (MAP 72-6, PARCEL 46).
2. All matters as set forth on the Nap of Maynor Place of record in Plat Book 843, page 24, said Register's Office, including any and all setback lines, easements, notes, restrictions, etc., as may be shown thereon.