Davidson County DEEDWARR
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Fees:13.00 Taxes:505.05
20060717-0085731

This instrument prepared by:

Fearnley & Califf - Nashville
565 Marriott Drive - Ste 850
Nashville, TN 37214

WARRANTY DEED

THIS INDENTURE made and entered into this 29th day of June, 2006, by and between Leon Tyus and Sonya Tyus, a married couple, party of the first part, and Andrew G Rucker Sr and wife, Sarah V P Rucker, a married cuple, party of the second part.

WITNESS: That for and in consideration of ten and no/100 Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, said party of the first part has bargained and sold and does hereby bargain, sell, convey, and confirm unto said party of the second part the following described real estate, situated and being in the County of Davidson, State of Tennessee, to wit:

A certain tract or parcel of land located in Davidson County, Tennessee, described as follows, to-wit:
Land in Davidson County, Tennessee, being Lot No. 74 and the easterly ten feet of Lot No. 73 on Map of Bransford Realty Company's Subdivision of the McWhirter Tract & Love-McFerrin Tract of record in Book 421 at page 52, in the Register's Office of Davidson County, Tennessee, the said Lot No. 74 and part of Lot No. 73 adjoining and fronting and fronting together fifty feet on the northerly side of Marina Street extending back between parallel lines along the westerly margin of an alley 150 feet to another 12' alley in the rear.

Being all or part of the same property conveyed to Leon Tyus and Sonya Tyus by virtue of that certain Warranty Deed dated July 31, 1997, at Instrument No. Book 10552, Page 965 in the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the aforesaid real estate, together with all of the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, their heirs, successors, and assigns in fee simple forever.

The said party of the first part does hereby convenant with the said party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that same is unencumbered, except for: year 2006 Davidson **County real property taxes, being a lien not yet due and payable. This conveyance is subject to any and all existing restrictions recorded in Book 421, Page 52 all being of record in said Register's Office, and that title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.**

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part the day and year first above written.

Leon Tyus

Sonya Tyus

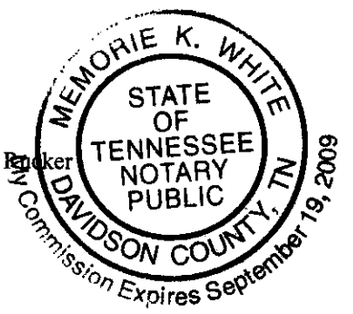
STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me a Notary Public in and for said State and County, duly commissioned and qualified, Leon Tyus and Sonya Tyus, with whom I am personally acquainted, or proved to me to be on the basis of satisfactory proof, and who acknowledged that he/she/they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office this 29th day of June, 2006.

Memorie K. White
Notary Public

My Commission Expires: _____



Property Owner & Address: Andrew G Rucker Sr and wife, Sarah V P Rucker

Tax Parcel No 082-08-0 064.00
OWNER
Property Address: 823 Marina Street
Nashville, TN 37206

MAIL TAX
BILLS TO: New Owner

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I, or we, hereby swear or affirm that to the best of Affiant's knowledge, information and belief the actual consideration for this transfer of value of the property transferred, whichever is greater is $136,500.00 which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Andrew G. Rucker, Sr.
AFFIANT

SUBSCRIBED AND SWORN TO before me this 29th day of June, 2006.

Memorie K. White
Notary Public

My Commission Expires: _____

