This Warranty Deed is being re-recorded for the express purpose of correcting the zip code. Box 8

PREPARED BY (AND RETURN TO):

WILKINS & IVEY
Attorneys At Law

Woodmont Centre, Suite 100
104 Woodmont Blvd.
Nashville, TN 37205
Ph. (615) 298-3312 - Fax. 292-8746
E-mail: *main@wilkinsandivey.com*

W & I Ref: Title No: 46955 (db)

Dav. Co. File: Box 8

RE-RECORD

Davidson County DEEDWARR
Recvd: 09/12/06 09:06 3 pgs
Fees:17.00 Taxes:0.00
20060912-0112614

Davidson County DEEDWARR
Recvd: 02/28/06 14:19 3 pgs
Fees:18.00 Taxes:1719.13
[redacted]
20060228-0023045

ADDRESS NEW OWNER:	**RESPONSIBLE FOR TAX PAYMENT:**
Samuel D. Jovanov James E. Nell 851 Kendall Drive Nashville, Tennessee ~~37205~~ 37209	SAME

TAX MAP-PARCEL NUMBERS: 103-09-061.00

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$464,630.00,** cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Joseph P. Bruner,** a married man, hereinafter called the **Grantor,** has bargained and sold, and by these presents does hereby transfer and convey unto **Samuel D. Jovanov and James E. Nell,** as joint tenants with right of survivorship hereinafter called the **Grantees,** Grantees' heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

LAND in Davidson County, Tennessee, being the south part of Lot No. 67 on the Plan of Hillwood Estates, Section 6, of record in Book 2133, Page 96, Register's Office for Davidson County, Tennessee, and being further described as follows:

SAID part of Lot No. 67 fronts 174.89 feet on the northerly side of Kendall Drive and extends back 375 feet on the easterly line and 370.01 feet on the westerly line to the southerly line of the rear 100 feet of said lot marked "Water Tank Site" and measuring 150 feet, more or less, thereon.

BEING the same property conveyed to Joseph P. Bruner, unmarried, by deed from W. Evans Kemp, Jr., and wife, Robbin B. Sinatra of record in Document No. 20010518-0051986 Register's Office for Davidson County, Tennessee.

Rena Teri Bruner, spouse of Joseph P. Bruner, joins in this conveyance solely to convey any and all marital interest she may have in subject property.

Description Reference: The description is the same as that used in the last deed prior to this transaction.

This conveyance is subject to: Taxes for 2006, and subsequent years; The Plan, with Owner's Certificate, of record in Book 2133 Page 96, said Register's Office, which Plan shows a 100 foot minimum building setback line from Kendall Drive and a 10 foot easement for public utility purposes along the rear line(s) of said lot; and a 20 foot public utilities easement located on the easterly line of said lot; and a water tank site along the rear 100 feet of said lot, which is not included in subject property.

This instrument is executed on behalf of Joseph P. Bruner by Rena Teri Bruner as Attorney in Fact pursuant to a Power of Attorney being recorded simultaneously herewith in Instrument No. 20060228-0023044, Register's Office for Davidson County, Tennessee. The affidavit of said Attorney in Fact is attached as "Exhibit A' to this instrument and incorporated herein by reference.

This is improved property, known as: 851 Kendall Drive, Nashville, Tennessee ~~37205~~ 37209

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, Grantee's heirs or assigns, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seised and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out.

GRANTOR FURTHER COVENANTS and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS THE EXECUTION HEREOF this 27th day of February, 2006.

Joseph P Bruner by Rena T Bruner Rena Teri Bruner

Joseph P. Bruner
By: Rena Teri Bruner, Atty-in-Fact

Rena Teri Bruner

State of TENNESSEE
County of DAVIDSON

On this 27th day of February, 2006, before me the undersigned authority, personally appeared **Rena Teri Bruner**, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged the execution as a free act and deed.

My Commission Expires: CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary

State of TENNESSEE
County of DAVIDSON My Commission Expires JULY 21, 2007

AFFIDAVIT

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is: $464,630.00

Affiant

Sworn and subscribed before me this 27th day of February, 2006.

My Commission Expires: CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public

My Commission Expires JULY 21, 2007

State of Tennessee
County of Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named, **Rena Teri Bruner** with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument on behalf of **Joseph P. Bruner**, as Attorney-in-Fact, as the free act and deed of the said Principal.

Witness my hand and official seal at Nashville, Tennessee, this 27th day of February, 2006.

Notary Public

My Commission Expires:

CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires JULY 21, 2007

EXHIBIT "A"
To
Warranty Deed

FROM: Joseph P. Bruner

TO: James Nell

State of Tennessee
County of Davidson

AFFIDAVIT

The undersigned Affiant, being first duly sworn, deposes and says as follows:

1. That the document to which this affidavit is exhibited is executed by the undersigned as attorney-in-fact for the principal thereon shown.

2. That this execution is proper and within the scope of the power-of-attorney referenced in the instrument.

3. Pursuant to the provisions of *Tennessee Code Annotated,* Section 34-6-105(c), of the Uniform Durable Power of Attorney Act, the undersigned Affiant certifies that at the time of execution of said document the Affiant had no knowledge or notice of the termination of the power-of-attorney, either by revocation or by a principal's death, disability, or incapacity.

Further the Affiant Saith not.

Rena Teri Bruner

Rena Teri Bruner, Affiant

Sworn to and subscribed before me this
27th day of February, 2006

Notary Public

My Commission Expires:

CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires JULY 21, 2007