This Instrument Was Prepared By:
Alfred E. Abbey
Miller & Martin PLLC
1200 One Nashville Place
150 4th Avenue North
Nashville, TN 37219

Davidson County DEEDWARR
Recvd: 07/17/08 15:10 4 pgs
Fees:23.00 Taxes:925.00
20080717-0073602

Address New Owner:
Charles T. Wehby, Trustee
3901 Ivy Drive
Nashville, TN 37216

Send Tax Bills To:
New Owner

Tax Information:
Map: 93-13
Parcel: 96

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned **CHARLES T. WEHBY, JR.** (hereinafter referred to as the "Grantor"), has this day bargained and sold, and does hereby transfer and convey to **CHARLES T. WEHBY, Trustee of the Charles T. Wehby Revocable Living Trust dated December 2, 1997** (the "Grantee"), his successors in trust and assigns, a one-half (1/2) undivided interest in and to that certain tract or parcel of land located in Davidson County, Tennessee, described as follows:

> Land in Davidson County, Tennessee, being Lot No. 339 on the Plan of McNairy's West Nashville Lots as of record in Plat Book 1, page 15, Register's Office for Davidson County, Tennessee, and in Minute Book "C," pages 136 and 137, Chancery Court at Nashville, according to a survey made by W. B. Southgate, Surveyor, November 6, 1928.
>
> Said Lot No. 339 fronts 50' on the easterly side of 12th Avenue South, formerly McNairy Street, and runs back 148' 04" on the northerly line, and 113' 02" on the southerly line, to the westerly margin of 11th Avenue South, formerly Kayne Avenue or the Middle Franklin Turnpike, and shows 63' 03" on said 11th Avenue South.
>
> Being the same property conveyed to Andrew J. Wehby, Charles T. Wehby and Charles T. Wehby, Jr., by deed from The Most Reverend James D. Niedergeses, D.D., Bishop of the Roman

Catholic Diocese of Nashville, of record in Book 7309, page 32, Register's Office for Davidson County, Tennessee; the said Charles T. Wehby having conveyed his one-third undivided interest to the Charles T. Wehby Revocable Living Trust dated December 2, 1997, by deed of record as Instrument No. 20041217-0150417, said Register's Office; and also being the same property in which a one-third undivided interest was conveyed to Charles T. Wehby, Trustee of the Charles T. Wehby Revocable Living Trust dated December 2, 1997, and Charles T. Wehby, Jr., by deed from Vincent E. Wehby and James C. Nofstetter, Co-Testamentary Trustees of the Trust established under the Will of Andrew J. Wehby, deceased, of record as Instrument No. 20050916-0111784, said Register's Office.

INCLUDED BUT EXCLUDED from the above described property is that portion of the said property conveyed to Metropolitan Development and Housing Agency by deed from Andrew J. Wehby, Charles T. Wehby, and Charles T. Wehby, Jr., of record as Instrument No. 20030725-0104318, said Register's Office.

This is improved property known as 404 12th Avenue South, Nashville, Tennessee 37203.

THIS CONVEYANCE IS MADE SUBJECT TO:

1. Taxes for the year 2008, a lien not yet due or payable, which have been prorated and assumed by Grantee.

2. All matters shown on the Plan of McNairy's West Nashville Lots, record in Plat Book 1, page 15, Register's Office for Davidson County, Tennessee, and Minute Book "C," pages 136 and 137, Chancery Court at Nashville.

3. The rights of any tenants or other occupants of the aforesaid property.

IT IS THE INTENT of this deed that Charles T. Wehby, Jr., the Grantor, does hereby transfer and convey to Charles T. Wehby, Trustee as aforesaid, all of the Grantor's interest in and to the above-described property with the result that the Grantee shall thereafter be seized and possessed of the full one hundred percent (100%) ownership of the fee simple title in and to said property.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interests thereto belonging, to the Grantee, his successors in trust and assigns, forever.

AND Grantor does hereby covenant with Grantee that Grantor is lawfully seized and possessed of a one-half undivided interest in and to said real estate in fee simple, has a good right

to convey it, and that the same is unencumbered except as herein set out. Grantor further covenants and binds himself, his heirs and representatives, to warrant and forever defend the title to said real estate to the Grantee, his successors in trust and assigns, against the lawful claims of all persons whomsoever.

As herein used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders unless the particular context shall fairly not admit such construction.

IN WITNESS WHEREOF, Grantor has executed this deed, on this 8th day of July, 2008.

CHARLES T. WEHBY, JR.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Mandy A Gallagher, a Notary Public in and for the County and State aforesaid, the within named CHARLES T. WEHBY, JR., the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office in Nashville, Tennessee, this 8th day of July, 2008.

Notary Public

My Commission Expires: 09/19/09

(SEAL)

MANDY A. GALLAGHER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or the value of the property, whichever is greater, is $ 250,000.00

AFFIANT

Subscribed and sworn to before me, this 8th day of July, 2008.

Notary Public

My Commission Expires: 09/19/09

(SEAL)

MANDY A. GALLAGHER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY