PREPARED BY:
COMMONWEALTH TITLE AGENCY OF NASHVILLE, INC.
101 ELMORE AVENUE
MADISON, TN 37115

Davidson County DEEDWARR
Recvd: 07/18/08 08:16 3 pgs
Fees:18.00 Taxes:249.75
20080718-0073628

WARRANTY DEED

THIS INDENTURE is made and entered into this 9TH day of July, 2008, by and between JEFF L. MABRY and CATHY L. MABRY, HUSBAND AND WIFE, hereinafter called Grantors, and HORACE EUGENE GEORGE and TERESSA GEORGE, 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, JEFF L. MABRY and CATHY L. MABRY, HUSBAND AND WIFE, as Grantors, do hereby bargain, sell, transfer and convey unto HORACE EUGENE GEORGE and TERESSA GEORGE, 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 1234 NORTH AVONDALE CIRCLE, NASHVILLE, TENNESSEE.

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 persons whomsoever.

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

SELLER:

JEFF L. MABRY
SIGNATURE OF SELLER

CATHY L. MABRY
SIGNATURE OF SELLER

INDIVIDUAL
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public of said County and State, JEFF L. MABRY and CATHY L. MABRY, HUSBAND AND WIFE, 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, on this the 9TH **day of July, 2008.**

Denise C. Allis
Notary Public

My Commission Expires: MY COMMISSION EXPIRES May 08, 2012

DENISE C. ALLIS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Name and Address of Property Owner:

HORACE EUGENE GEORGE and TERESSA GEORGE
1232 avondale Circle
Nashville TN 37207

Property Address:

1234 NORTH AVONDALE CIRCLE, NASHVILLE, TENNESSEE

Person Responsible for Taxes: SAME
1232 avondale Circle
Nashville TN 37207

Map & Parcel #: MAP 71.02, PARCEL 27.00

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 **$67500.00** 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.

Affiant

Sworn to and subscribed before me, a Notary Public, this 9TH day of **July, 2008.**

Denise C. Allis
Notary Public

My Commission Expires: **MY COMMISSION EXPIRES May 08, 2012**

DENISE C. ALLIS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

RETURN TO:

COMMONWEALTH TITLE AGENCY OF NASHVILLE, INC.
101 ELMORE AVENUE
MADISON, TN 37115 08-8174

EXHIBIT 'A'

BEING Lots Nos. 29 and 30 on the Plan of E.C. Scruggs First Avondale Addition as of record in Book 161, page 13, Register's Office for said County.

SAID Lots Nos. 29 and 30 front together 100 feet on the southerly side of Greenwood Avenue and run back between parallel lines 149 feet, more or less, to an alley.

Being the same property conveyed to Thomas F. Mabry and wife, Harue King Mabry, by Warranty Deed from Ross Meadors and wife, Lula Meadors, of record in Book 1493, page 153, Register's Office for Davidson County, Tennessee, the said Harue King Mabry having since died on 12-19-1965, the property vested by operation of law in her surviving spouse, Thomas F. Mabry. Thomas F. Mabry died on 11-29-1989, unmarried and intestate, and his only heir at law was his son, Leland Frank Mabry. See Affidavit of Ownership of record in Book 8138, page 557, said Register's Office, and Affidavit of Heirship of record in Instrument No. 200 80718 0073627 said Register's Office. Leland Frank Mabry subsequently conveyed an interest as tenant by the entirety to his wife, Emma Mabry. Leland Frank Mabry and wife, Emma Mabry subsequently conveyed said property to Jeff L. Mabry and wife, Cathy L. Mabry, by Quitclaim Deed of record in Instrument Number 20040406-0039140, Register's Office for DAVIDSON County, Tennessee.

EXHIBIT 'B'

1. All REAL PROPERTY taxes for the year 2008 and subsequent years, A LIEN, not yet due and payable (MAP 71.02, PARCEL 27.00).

2. All matters as set forth on the Plan of record in Book 161, page 13, said Register's Office, including any and all setback lines, easements, notes, restrictions, etc., as may be shown thereon.

3. If improvements are completed after January 1st of any year the law requires supplemental assessment for the year in which improvements are completed as defined by Statute. The Company will assume no liability for taxes assessed by correction pursuant to the provisions of T.C.A. 67-5-603 and T.C.A. 67-5-509, et seq. or Back Assessments pursuant to T.C.A. Section 67-1-1001 et seq.