Overdrawn

Davidson County DEEDWARR
Recvd: 11/03/08 10:36 3 pgs
Fees:18.00 Taxes:1468.90
20081103-0109119

This Instrument Prepared By:
Gibson, Gregory & Gwyn, PLLC
401 Church Street, Suite 2220
Nashville Tennessee 37219

ADDRESS NEW OWNER:

Nick L. Nail, III
Leigh Ann Nail
3504 General Bate Drive
Nashville, TN 37204

SEND TAX BILL:

Fifth Third Mortgage
5050 Kingsley Drive
Cincinnati, OH 45263

MORTGAGEE:
Fifth Third Mortgage Corp.
5001 Kingsley Drive
Cincinnati, OH 45227

MAP AND PARCEL:
MAP 118-9
PARCEL 225

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the Grantees named herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Cory J. Sickles and wife, Melissa R. Sickles**, ("Grantor"), have bargained and sold, and by these presents do transfer and convey unto **Nick L. Nail, III and wife, Leigh Ann Nail**, ("Grantee"), their heirs, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee (the "Property"), described as follows, to wit:

> Land in Davidson County, Tennessee, being Lot No. 6 and a triangle out of the south part of Lot No. 5 on the Map showing the First Addition to the Woodmont Boulevard Section of Marengo Park which is of record in Plat Book 974, page 83, Register's Office for Davidson County, Tennessee, and which is a Re-Subdivision of an unnumbered tract and a part of a closed unnamed street and a part of Lot No. 29 on the Plan of Woodmont Boulevard Section of Marengo Park of record in Plat Book 1130, page 2, said Register's Office.
>
> Said Lot No. 6 and part of Lot No. 5 fronts 70 feet on the east side of General W. B. Bates Drive and runs back 198 feet, more or less, on the north line and 170.3 feet on the south line to a line in the rear which measures 152 feet.
>
> Said Lot No. 6 and part of Lot No. 5 are further more particularly described in a prior deed of record in Book 3640, page 567, said Register's Office, as follows:
>
> Beginning at a point in the easterly margin of Gen W. B. Bates Drive, the corner of Lots Nos. 5 and 6 at an iron pin, being the southwest corner of the property conveyed to William H. Hobbs and wife by deed from Belmont Courts, Inc. of record in Book 1295, page 21, said Register's office; thence along Hobbs' southerly line, easterly 198 feet more or less to a point in the easterly line of Lot No. 5 in the center line of an easement 20 feet wide for public utilities lying along the rear of said lots, said point also being 27 feet north from the corner of Lots Nos. 5 and 6, and also being 27 feet southwest to a concrete monument set at the corner of Lots Nos. 3, 4 and 5, being Hobbs' southeast corner; thence southwesterly, along the east line of Lots 5 and 6, 152 feet to the common corner of Lot 6 and Lot 29 as

shown on the plan of record in Book 974, page 83, said Register's Office; thence with the line between said lots northwesterly 170.3 feet to the easterly margin of Gen. W. B. Bates Drive; thence with said Drive in a northerly direction, around a slight curve, 70 feet to the point of beginning.

Being the same property conveyed to CORY J. SICKLES AND WIFE, MELISSA R. SICKLES, by deed from HERBERT ALLEN, II, of record in Book 11223, page 403, dated November 25, 1998, said Register's Office.

This conveyance is made subject to: (1) 2008 City/County Taxes which have been paid by the Grantor and prorated by the parties; (2) all applicable zoning ordinances and building restrictions; (3) all covenants, bylaws, restrictions, declarations and easements of record; and (4) such limitations and easements as may affect the premises.

This is improved property known as 3504 General Bate Drive, Nashville, TN 37204.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Grantee, their heirs, successors and assigns, forever; and Grantor, does covenant with Grantee that they are lawfully seized and possessed of the Property in fee simple, have a good right to convey it, and the same is unencumbered unless otherwise herein set out; and Grantor does further covenant and bind themselves, their heirs, assigns and representatives, to warrant and forever defend the title to the Property to Grantee, their heirs, successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness its hand this 30th day of October, 2008.

Cory J Sickles by Melissa R Sickles
Cory J. Sickles by Melissa R. Sickles, Attorney-in-Fact

Melissa R Sickles
Melissa R. Sickles

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public for and in the State and County aforesaid, Melissa R. Sickles, to me known, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the person who executed the foregoing instrument in behalf of Cory J. Sickles and who acknowledged that she executed the same as the free act and deed of Cory J. Sickles.

Witness my hand and official seal this 30th day of October, 2008.

Notary Public

My Commission Expires: 01/24/2009

CATHERINE H. GWYN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires January 24, 2009

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public for and in the State and County aforesaid, the within named Melissa R. Sickles, the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 30th day of October, 2008.

Notary Public

CATHERINE H. GWYN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 01/24/2009

My Commission Expires January 24, 2009

STATE OF TENNESSEE)
COUNTY OF Williamson)

The actual value or consideration, whichever is greater, for this transfer is $397,000.00.

AFFIANT

Subscribed and sworn to before me
this 31st day of October, 2008.

NOTARY PUBLIC

My Commission Expires: 11/22/10

E. MANNIX
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY