Prepared by: John G. Doak, Sr., Atty, 2525 Lebanon Pike, Bldg A, Nashville, TN 37214-0414 BPR # 002343

Warranty Deed

From: James M. Dye
To: Gregory Todd Dye
Address of Property: 2500-2502 Lincoya Court, Nashville TN 37214-

Send Tax Bills To: James M. Dye
Address 2500 Lincoya Court , Nashville TN 37214

Map 84-12 Parcel # 17

BILL GARRETT, Davidson County
Trans:T20090034263 DEEDWARR
Recvd: 05/26/09 08:56 2 pgs
Fees:13.00 Taxes:444.00
20090526-0047762

State of Tennessee

The actual consideration or value, whichever is greater, for this transfer is: $120,000.00

Gregory Todd Dye
Affiant

Sworn to and subscribed before me on May/22nd/2009

JOHN G. DOAK, SR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

John G Doak Sr
Notary Public

My Commission Expires on: 11/07/2012

FOR AND IN CONSIDERATION of the sum of One Hundred Twenty Thousand ($120,000.00) Dollars of which One ($1.00) Dollar has this day been paid in cash and for the balance of One Hundred Nineteen Thousand Nine Hundred Ninety Nine, ($119,999.00) Dollars Grantee has this day Executed a Deed of Trust Note, payable on or before Thirty (30th) days after Grantor mails Grantee a letter by US Certified Mail, addressed to Grantee at his last known address, marked "Return Receipt Requested" and demanding payment of the outstanding principal balance in full immediately (i.e., not later than thirty days after it was mailed). Interest in arrears, shall accrue on the unpaid principal balances, beginning on the date of this deed and continuing so long as there shall be an unpaid balance at the rate of Two Percent (2%) Per annum There shall be no prepayment penalty but whenever Grantee shall make any payment against the balance such payment shall first be applied to the pay any interest on the balance which shall have accued to the date of the payment and the balance shall be applied to reduction of the principal balance. In any event, on each anniversary date of the date of this deed, so long as there shall be an unpaid principal balance, Grantee shall bring the interest current,. (I.e. any interest that shall have accrued on the unpaid balance from and after the date of the last payment Grantee shall have made, shall be paid within Ten Days of such anniversary date. (Grantor is aware that under the current laws of both Tennessee and of the US of A, Grantor is allowed, once during each calendar year, to give to Grantee herein the sum of at least Twelve Thousand Dollars ($12,000.00) without gift tax consequence to either of them, and it is his intention to credit Gregory Todd Dye with gift of Twelve Thousand (12,000.00) Dollars in the form of a credit against the principal balance of the deed of trust Note he is executing and delivering to me this day and such gift is hereby made effective the second day after the day I shall execute it; and thereafter, effective on the first day of January of 2010 and annually thereafter on the first of each January through 2018 I gift him a credit of $12,000.00 against such principal balance until it be paid in full, or my earlier death prevents it; and,

PREMISEES CONSIDERED, and IN EXCHANGE THEREFORE, Grantor, James M. Dye, a divorced person who has not remarried, hereby bargains, sells, transfers, and conveys unto Grantee, Gregory Todd Dye certain real property located at 2500-2502 Lincoya Court, in Nashville Tennessee, 37214 and being described as:

LAND in Davidson County, Tennessee, being Lot No. 11 on the Plan of Addition to Lincoya Hills Subdivision, of record in Book 3106, page 66, Register's Office for Davidson County, Tennessee.

SAID Lot No. 11 being a corner lot, fronts 245 ft on the northerly side of Lincoya Court and 80 ft on along the easterly margin of McGavock Pike and 39.27 ft along the curving corner at said intersection and runs back between converging lines 289.3 ft on the northerly line and 113.35 ft on the easterly line to a point at the rear.

BEING the same property conveyed by Warranty Deed from William H. Tippit, Jr., and wife Brenda C. Tippitt of record in Book 5113, page 116 to James M. Dye and wife Wanda H. Dye, who were divorced by Decree of Davidson County Probate Court under Docket # 88D-308 and in compliance therewith Wanda H. Dye quitclaimed her interest to the said James M. Dye

This is improved real Property known as 2500-2502 Lincoya Court Nashville TN 37214

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging to the said grantee, successors and assigns forever; and Grantor covenants that he is lawfully seized and possessed of said real estate, in fee simple, that he has a good right to convey it and that the same is unencumbered except for restrictive covenants of record in Book 3315 page 5 RODC, the Plan of record in Bk 3106 page 66 which shows an owners certificate, a 40 ' min bldg setback line from Lincoya Ct, an 80 ' min bldg setback line from McGavock Pike, a 10 ft easement for public utilities along the northerly line of said lot, and a 6' X 15' utility anchor easement located on the southerly line (next to Lincoya Ct) approximately 47 ' west of the east end of said line

Grantor/s further covenant/s and bind/s heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, heirs and assigns, against the lawful claims of all persons, whomsoever.

IN WITNESS WHEREOF, Grantor hereby sets his hand on May/22nd/2009.

x James M. Dye
James M. Dye

State of Tennessee

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named, James M. Dye, with whom I am personally acquainted or who presented satisfactory proof of identity to me, and did swear to and subscribe the same; and did acknowledge that, he had executed the same as his own free act and deed and for the purposes therein contained.

Witness my hand and seal at office in Davidson County, Tennessee on 5/22/2009

JOHN G. DOAK, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

John G. Doak Jr.
Notary Public

My Commission Expires on: 11/07/2013.