THIS INSTRUMENT WAS PREPARED BY:
ROBERT O. BINKLEY
ATTORNEY AT LAW
P.O. BOX 2695
LEWISBURG, TN 37091

PARCEL ID: 119 13 0 332.00
Assessor of Property for Davidson Co., TN

BILL GARRETT, Davidson County
Trans:T20090038975 DEEDQC
Recvd: 06/11/09 11:41 3 pgs
Fees:17.00 Taxes:0.00
20090611-0054290

WARRANTY DEED FROM: **CHARLES EDWARD ROBERTS, SR.**
QUITCLAIM DEED FROM: **MARY ANN ROBERTS**

TO: **LUIS A. ALVA**

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, receipt of which is hereby acknowledged, and for other good and valuable considerations, I, the undersigned, **CHARLES EDWARD ROBERTS, SR.**, have this day bargained and sold and do hereby sell, transfer and convey unto **LUIS A. ALVA**, his heirs and assigns, in fee simple forever, all my right, title, interest and estate, *the same being a one-half (1/2) undivided interest*, in and to the following described realty, to-wit:

Land in Davidson County, Tennessee, being Lot No. 63 on the Plan of Pleasant View Subdivision of Mrs. McCombs Property, of record in Book 421, page 134, Register's Office of Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description thereof.

Being the same property conveyed to Edward Bay Roberts and Luis A. Alva by deed from Robert Sykes Jr. and wife, Cathey B. Sykes, of record in Book 10200, page 554, Register's Office of Davidson County, Tennessee.

Edward Bay Roberts and Charles Edward Roberts, Sr. are one and the same person.

MARY ANN ROBERTS is executing this instrument under authority of a Durable Power of Attorney from Charles Edward Roberts, Sr. to Mary Ann Roberts by Instrument # 200302070017098, Register's Office of Davidson County, Tennessee.

This realty is conveyed subject to:
1) Any easement for roadways, rights of way or utility purposes which may affect the property.
2) Deed of Trust in favor of First American National Bank as more fully described herein.
3) Real estate taxes for the current year, lien on property, not yet due and payable.
4) Restrictive covenants which may appear in the chain of title.
5) Any matter which an accurate survey of the premises would reveal.

TO HAVE AND TO HOLD unto the said GRANTEE, his heirs and assigns, in fee simple forever.

The GRANTOR covenants that he is lawfully seized and possessed of a one-half (1/2) undivided interest in the granted realty and has a good and lawful right to sell and convey the same; that said interest is not encumbered, except as herein stated; and that the GRANTOR will forever warrant and defend the title hereto unto the said GRANTEE, his heirs and assigns, against the lawful claims and demands of all persons whomsoever.

FOR OTHER GOOD AND VALUABLE CONSIDERATION, I, the undersigned, LUIS A. ALVA, assume and agree to pay the unpaid principal indebtedness due First

American National Bank, First American Center, Nashville, Tennessee 37237, such indebtedness secured by a Deed of Trust executed by Edward Bay Roberts and Luis A. Alva, of record in Book _____, page ____, Register's Office of Davidson County, Tennessee. Further, I forever release and hold harmless the said Edward Bay Roberts, also known as Charles Edward Roberts, Sr., and his wife, Mary Ann Roberts, from any further obligation of the note and deed of trust referred to herein.

I, Mary Ann Roberts, quitclaim to the Grantee, his heirs and assigns, all my right, title, interest and estate in and to the above described realty.

WITNESS our hands this 10th day of July, 2003.

CHARLES EDWARD ROBERTS, SR.

BY: Mary Ann Roberts
MARY ANN ROBERTS,
ATTORNEY-IN-FACT FOR
CHARLES EDWARD ROBERTS, SR.

Mary Ann Roberts
MARY ANN ROBERTS

Luis A. Alva
LUIS A. ALVA

STATE OF TENNESSEE
COUNTY OF MARSHALL

Mary Ann Roberts, being first duly sworn, makes oath in accordance with T.C.A. Section 34-6-105(c), that she did not have at the time of the exercise of the powers of attorney actual knowledge of the termination of the power by revocation or of the principal's death.

This 10th day of July, 2003.

Mary Ann Roberts
MARY ANN ROBERTS

Sworn to and subscribed before me this 10th day of July, 2003.

Steve Allen
NOTARY PUBLIC My Commission expires 11/27/06.

STEVE ALLEN NOTARY PUBLIC AT LARGE MARSHALL CO., TENN.

STATE OF TENNESSEE
COUNTY OF MARSHALL

Personally appeared before me, a Notary Public in the County and State aforesaid, MARY ANN ROBERTS, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained and who further acknowledged that she is Attorney-In-Fact for CHARLES EDWARD ROBERTS, SR. the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand at office this 10th of July, 2003.

Steve Allen
NOTARY PUBLIC My Commission expires 11/27/06.

STEVE A. ALLEN NOTARY PUBLIC AT LARGE MARSHALL CO.

STATE OF TENNESSEE
COUNTY OF Marshall or Davidson

Personally appeared before me, a Notary Public in and for the County and State aforesaid, LUIS A. ALVA, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged the execution of the within instrument for the purposes therein contained.

Witness my hand, at office, this 10th day of July, 2003.

Steve Allen
NOTARY PUBLIC My Commission expires 11/27/06.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The undersigned makes oath that the value or consideration of this conveyance is $ 1.00.

Mary Ann Roberts

Sworn to and subscribed before me this 10th day of July, 2003.

Steve Allen
NOTARY PUBLIC My Commission expires 11/27/06.

STEVE ALLEN NOTARY PUBLIC AT LARGE MARSHALL CO. TENN.

NAME AND ADDRESS OF PERSON(S) RESPONSIBLE FOR PAYMENT OF REAL ESTATE TAXES:
Luis A. Alva

5859 Hickory Ridge Rd.
Lebanon TN 37090