Box 52

BOOK 10698 PG 724

This Instrument Prepared by M. Cosgrove
Two Devon Square 744 W. Lancaster Ave.
Wayne, Pa 19087-2594

EXID-00082

WARRANTY DEED

THIS INDENTURE, made this 17th day of May, A.D., 19 97, between MICHAEL D. MARMADUKE and CATHY D. MARMADUKE, husband and wife

Tennessee, First Parties, and

KATHY A. HAGAN,

Tennessee, Second Parties

WITNESSETH; that said First Parties, for and in consideration of the sum of TEN AND NO/100---------- ($ 10.00----------) DOLLARS and other good and valuable consideration to us in hand paid by Second Parties, the receipt of which is hereby acknowledged,

have granted, bargained, sold and conveyed, and do hereby grant, bargain, sell and convey unto the said Second Parties the following described premises, to wit:

LAND in Davidson County, Tennessee, being Lot No. 465 on the plan of Phase I, Somerset, of record in Book 6900, pages 690 and 691, Register's Office for said County.

SAID Lot No. 465 fronts 65.00 feet on the northeasterly margin of Huntingborn Trail and extends back 131.94 feet on the northwesterly line and 100.00 feet on the southeasterly line to a broken line in the rear, measuring 94.87 feet thereon.

BEING the same premises which Clinton James and Janice Morano, by Deed dated December 15, 1995 and recorded in Davidson County, Tennessee in Deed Book Volume 9904, Page 746&c., granted and conveyed unto Michael D. Marmaduke and Cathy D. Marmaduke, husband and wife, in fee.

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead and dower therein. TO HAVE AND TO HOLD THE said premises to the said Second Parties, their heirs and assigns forever.

And said First Parties, for themselves and for their heirs, executors and administrators do hereby covenant with said Parties, their heirs, and assigns, that they are lawfully seized in fee simple of the premises above conveyed and have full power, authority and right to convey the same, and that said premises are free from all encumbrances except

and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

Whenever in this instrument a pronoun is used it shall be construed to represent either singular or plural, as the case may demand.

IN WITNESS WHEREOF the said First Parties hereunder set their hands and seals the day and year first above written.

_____(L.S.) _____(L.S.)
Michael D. Marmaduke

_____(L.S.) _____(L.S.)
Cathy D. Marmaduke

STATE OF TENNESSEE }
COUNTY OF Davidson }:ss

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State TN **MICHAEL D. MARMADUKE and CATHY D. MARMADUKE, husband and wife**, the within named bargainor, 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 and official seal at office, in Davidson County, this 17th day of May 19 97

Gary L. Hudson
Notary Public

GARY L. HUDSON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

My Commission expires 1/27/2001

THE NAME, AND ADDRESS OF A PROPERTY OWNER
OWNER Kathy A. Hagan
ADDRESS 3609 Huntingboro Trail
Antioch, TN 37013

PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF TAXES:
Southeastern Mortgage of Tennessee
ADDRESS 115 29th Avenue South
Nashville, TN 37212

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $ 110,000.00. Affiant

Subscribed and sworn to before me this 24th day of November 19 97.

KAREN L. TRUST NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TENN

Notary Public

12/10/99

1. All real property taxes for the year 1998 and subsequent years not yet due and payable.

2. All matters set forth on the Plan of record in Plat Book 6900, pages 690 and 691, said Register's Office, which plan includes a 75-foot minimum building setback line from Huntingboro Trail and a 10-foot public utility and drainage easement along the Eastern lot line, a 10-foot public utility and drainage easement along the northern lot line and a 5-foot X 25-foot anchor easement on the southwest corner of said lot.

3. Restrictive Covenants recorded in Deed Book , Page , as amended in Book 7650, page 583, and Book 7675 page 923, and corrected in Book 7404, page 295, Book 7619, page 647 and Book 7619, page 679, Register's Office for DAVIDSON County, Tennessee.

4. Charter of Somerset Homeowners Association, of record in Book 7619, page 679, said Register's Office.

5. By-Laws of Somerset Homeowners Association, of record in Book 9509, page 363, as amended in Book 7647, page 472, said Register's Office.

0374022

IDENTIFICATION/REFERENCE

97 NOV 26 PM 12:57

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

4492 11/26 0101 03CHECK 420.00

OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 10698 PG 727

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT
110000.00

CON TX	407.00
PRFEE	1.00
WDEED	12.00
TOTAL	420.00
CHECK	420.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 11/26/97 61 12:59 0001 4492

0374022
IDENTIFICATION REFERENCE

97 NOV 26 PM 12:57

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1225336