Davidson County DEEDWARR
Recvd: 07/02/01 09:39 2pgs
Fees:13.00 Taxes:917.60

20010702-0069552

PICK-UP

Prepared by:
R. Kirkland Moser
King & Ballow
315 Union Street
Nashville, Tennessee 37201

NAME OF NEW OWNERS:
Patrick M. Thomas
Julia E. Buzzell
128 Montcastle Ct.
Nashville, TN 37221

SEND TAX BILLS TO:
First American Real
Estate Tax Service
8435 North Stennons Fwy
Dallas, TX 75247

Map and Parcel
155-02-0-A034.00C0

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum Ten ($10.00) Dollars, cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, we, **Brick W. Sturgeon and wife Jennifer J. Sturgeon** ("Grantor's"), has this day bargained, sold, and do hereby bargain, sell, transfer and convey unto **Patrick M. Thomas and wife Julia E. Buzzell** ("Grantee's"), its successors, heirs and assigns, the following described property situate and lying Davidson County, Tennessee, being more particularly bound and described as follows, to wit:

> Land in Davidson County, State of Tennessee, Being Lot No. 34, on the Plan of Montcastle Estates of record in Book 6900, page 326 & 327, Register's Office for said County, to which Plan reference is made for a more complete description thereof, together with an undivided interest in the common interest of Montcastle Estates.
>
> Being the same property conveyed to Brick W. Sturgeon and wife Jennifer J. Sturgeon by Warranty Deed of Record in Deed Book 9879 Page 650 Register's Office for Davidson County, Tennessee.

This is improved property located on 128 Montcastle Ct., Nashville, TN 37221

TO HAVE AND TO HOLD said real property, with any and all appurtenances, estate, title and interest thereunto belonging unto the said Grantee's, its successors, heirs and assigns, in fee simple forever.

Grantor's covenants that it is lawfully seized and possessed of said real property in fee simple; that Grantor's have a good and lawful right to sell and convey the same; that the same is free, clear and unencumbered except as noted of record. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their successors, heirs and assigns, against the lawful claims of all persons.

This property is conveyed subject to any and all visible easements.

This property is conveyed subject to all restrictions applicable to said property of record in the Register's Office for Davidson County, Tennessee.

Possession with deed.

The Grantee will assume responsibility for the payment of all 2001 taxes, Grantor having paid Grantee their prorata share in advance. 2002 and subsequent year taxes will be the responsibility of the purchaser.

WITNESS this the 29 day of June, 2001.

Brick W. Sturgeon

Jennifer J. Sturgeon

STATE OF TENNESSEE

COUNTY OF Davidson

Personally appeared before me, the undersigned authority, a Notary Public at large, the within named Grantor, **Brick W. Sturgeon and wife Jennifer J. Sturgeon** with whom I am personally acquainted, or who proved to me on the basis of satisfactory evidence, and who acknowledged to me the execution of the foregoing instrument for the purposes contained therein.

WITNESS MY HAND AND OFFICIAL SEAL this the 29th day of June, 2001.

Mary Erickson Hodge
NOTARY PUBLIC

MY COMMISSION EXPIRES:
9.28.02.

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $245000.00, which amount is equal to or greater than the amount which the property transferred would command a fair voluntary sale.

B. S. S.
AFFIANT

Subscribed and sworn to before me, This the 29th day of June, 2001.

9.28.02 Mary Erickson Hodge
NOTARY PUBLIC

MY COMMISSION EXPIRES:
9.28.02