22-1-805

E.LO

PREPARED BY:
Lender's Title & Escrow LLC
501 Corporate Centre Drive, Suite 460
Franklin, Tennessee 37067

WARRANTY DEED

THIS INDENTURE is made and entered into this **23rd** day of **September, 2002** by and between **Cunningham Company** , herein after referred to as GRANTOR, and **Samuel D. Horton** , herein after referred to as GRANTEE.

W I T N E S S E T H: That for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTOR does hereby bargain, sell, transfer and convey unto the GRANTEES, all of GRANTOR'S right, title and interest in the following described property lying in City of **Nashville,** County of **Davidson,** State of Tennessee, more particularly described as follows:

BEING the west 65 feet of Lot No. 5 on the Plan of George C. Waters' Second Addition, as of record in Book 161, page 172, Register's Office for Davidson County, Tennessee.
SAID part of said Lot fronts 65 feet on the south side of Rosebank Avenue and runs back between parallel lines, along the east margin of Campbell Street, 160 feet to an alley.

Being the same property conveyed to Cunningham Company by Deed from Paul Cardwell and wife, Betty Cardwell, of record in instrument No. 20020829-0104636, said Register's Office.
This is improved/unimproved property known as: 201 Rosebank Avenue, Nashville, TN 37206

Davidson County DEEDWARR
Recvd: 09/25/02 13:33 2pgs
Fees:13.00 Taxes:296.00
20020925-0116971

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estate, title and interest unto GRANTEE, GRANTEE'S heirs, successors and assigns forever. The GRANTOR does covenant and agree with the said GRANTEE that GRANTOR is lawfully seized and possessed of the said real estate and that GRANTOR has a good and lawful right to sell the same. The GRANTOR further covenants that the same is unencumbered except as otherwise set forth herein, and that the title and quiet possession thereto GRANTOR will forever warrant and defend against the lawful claims of all persons whomsoever.

WITNESS MY HAND on the day and year first above written.

Mark Cunningham
Mark Cunningham
Signature of Seller

CORPORATE
STATE OF TENNESSEE)
COUNTY OF Williamson)

Before me, Holly Newman, a Notary Public of said State and County aforesaid, personally appeared Mark Cunningham with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be President of Cunningham Company, the within named bargainor, a corporation, and that he/she as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself (or herself) as President.

Witness my hand and seal, at office in Dickson, this the **23rd** day of **September, 2002.**

Holly Newman
Notary Public

My Commission Expires: 11-26-05

HOLLY NEWMAN NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Name and Address of Property Owner:
Samuel D. Horton
201 Rosebank Avenue, Nashville, TN 37206

Send Tax Statements to:
Franklin American Mortgage Company
501 Corporate Centre Drive, Suite 400, ~~Dickson~~
Franklin, TN 37067
MAP AND PARCEL--083-030-193.00

AFFIDAVIT OF VALUE

STATE OF TENNESSEE
COUNTY OF Williamson

I hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater is **$80,000.00** which amount is equal to, or greater than, the amount which the property, or interest in property transferred, would command at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me, a Notary Public, this **23rd** day of **September, 2002.**

Holly Newman
Notary Public

My Commission Expires: 11-26-05

HOLLY NEWMAN NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

RETURN TO:

Lender's Title & Escrow LLC
501 Corporate Centre Drive, Suite 460
Franklin, Tennessee 37067
22-1-805