This Instrument Prepared By:
John T. Gwin, Attorney at Law
2800 North Mt. Juliet Road
Mt. Juliet, Tennessee 37122-3008

Davidson County DEEDWARR
Recvd: 10/21/02 11:33 3pgs
Fees:18.00 Taxes:557.60
20021021-0128887

ADDRESS NEW OWNER:
John C. Mires
317 Ketch Cove
Hermitage, Tennessee 370767

SEND TAX BILL TO:
Owner

MORTGAGEE:
Bank of the South
551 N. Mt. Juliet Road
Mt. Juliet, Tennessee 37122

MAP **98-9-0-A**
GROUP
PARCEL **18.00**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Monty Mires, unmarried** hereinafter called the Grantor, has bargained and sold, and by these presents, does transfer and convey unto **John C. Mires, unmarried**, hereinafter called the Grantee, his heirs and assigns, that certain tract or parcel of land located in Davidson County, State of Tennessee, described as follows, to-wit:

> Land in Davidson County, Tennessee, being Lot No. 117 on the Plan of Lake Shore, Phase One, of record in Book 6900, page 684, Register's Office for Davidson County, Tennessee, to which said plat reference is hereby made for a more complete legal description.
>
> Being the same property conveyed to Monty Mires, unmarried by deed from Charles S. McCandless and wife, Zelda C. McCandless dated March 28, 1902, of record in Instrument 20020411-0045230, page 1 of 2, Register's Office for Davidson County, Tennessee.
>
> This is improved property known as 317 Ketch Cove, Hermitage, Tennessee 370767.

Taxes for the current year have been settled between the parties. This conveyance is made subject all planning, zoning, and health department rules and regulations which may affect the premises. This conveyance is also made subject to the following matters:

1. Subject to Real Property Taxes for 2002, a lien now due and payable. Map 98-9-0-A, Parcel 18.00. If improvements are completed after January 1 of any year, the law requires supplemental assessment for the year in which the improvements are completed, as defined by Statute. Any applicable 2002 ad valorem real property taxes assessed by the Taxing Authority constitute a lien, due and payable.

2. Subject to all applicable zoning and planning restrictions, and all health department rules and regulations that may affect the premises.

3. Subject to restrictive covenants contained in instruments of record in Book 8842, page 546 and in Book 8845, page 670, said Register's Office, and to which instruments reference is here made for the complete and exact terms, details and requirements thereof.

4. Subject to all of those facts, conditions and limitations shown on the Plat of record in Plat Book 6900, page 684, Register's Office for Davidson County, Tennessee, including but not by way of limitation an Owner's Certificate; all setback lines and easements as depicted on said plat and health department rules and regulations. Reference is here made to said Plat for a complete depiction of all matters thereupon.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, his heirs and assigns, forever; and,

Grantor does covenants with the said Grantee that he is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and warrants that the same is unencumbered unless otherwise herein set out; and,

Grantor does further covenant and bind himself, his heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, his heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS my hand this the 16th day of October, 2002.

Monty Mires

STATE OF TENNESSEE)
COUNTY OF WILSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, **Monty Mires, unmarried**, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within Warranty Deed for the purposes therein contained.

WITNESS my hand and official seal at office this 16th day of October, 2002.

Patricia M. Gwin
NOTARY PUBLIC

My Commission Expires: 12/15/2004

PATRICIA M. GWIN NOTARY PUBLIC AT LARGE WILSON CO., TENNESSEE

STATE OF TENNESSEE)
COUNTY OF WILSON)

The actual value or consideration, whichever is greater, for this transfer is $150,702.48.

AFFIANT

Subscribed and sworn to before me on this 16th day of October, 2002.

Patricia M. Gwin
NOTARY PUBLIC
My Commission Expires: 12/15/2004

PATRICIA M. GWIN NOTARY PUBLIC AT LARGE WILSON CO., TENNESSEE