Davidson County DEEDWARR
Recvd: 10/30/03 15:47 2pgs
Fees:13.00 Taxes:582.75

20031030-0159951

BOOK 15

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $157,500.00

Charlie Flatt
Affiant

Sworn to and subscribed before me, the undersigned, a Notary Public this 28th day of October, 2003.

Notary Public

NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TN

My Commission Expires: 4/23/06

WARRANTY DEED

THIS INSTRUMENT WAS PREPARED BY

Sidwell & Barrett, P.C.
121 First Avenue South
Suite 200
Franklin, TN 37064

ADDRESS NEW OWNER(S) AS FOLLOWS:
Ron A. Jacobs
612 Mt. Pisgah Court
Nashville, Tennessee 37211

SEND TAX BILLS TO: Cendant Mortgage Corporation
3000 Leadenhall Road
Mount Laurel, NJ 08054

MAP-PARCEL NUMBERS:
172-14/9

For and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid by the Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, **Melissa P. Whitehorn, unmarried** hereinafter referred to as Grantors, hereby transfers and conveys to **Ron A. Jacobs** hereinafter referred to as Grantees, their heirs and assigns a certain tract or parcel of land in Davidson County, State of Tennessee described as follows, TO WIT:

Land in Davidson County, Tennessee, being Lot No. 9 on the Plan of Mt. Pisgah Heights, of record in Plat Book 5210, Page 302 and amended in Book 6187, Page 988, Register's Office for said County, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Melissa P. Whitehorn, unmarried, by Warranty Deed from Elizabeth Janelle Evans, unmarried of record in Instrument No. 200304080046194 Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

Taxes for the year 2004, and subsequent years, a lien not yet due and payable.

The Plan of record in Plat Book 5210, Page 302, as amended in Book 6187, Page 988 Register's Office for Davidson County, Tennessee, which shows a designated building envelope, a 20 foot easement for public utility and drainage purposes along the rear line of said lot, and a 2.5 x 30 foot utility anchor easement located on the northerly front corner of said lot. The policy insures that said setback line has not been violated and that a future violation thereof will not effect a forfeiture or reversion of title.

Restrictive covenants contained in an instrument of record in Book 5634, Page 15, Register's Office for Davidson County, Tennessee.

Subject to Disposal Field easements marked 1 & 2 as shown on said plan and amended by instrument of record in Book 6187, page 988, said Register's Office.

Subject to the flow of an unnamed creek over so much of the property as may lie therein.

Any and all visible easements lying on or across the property.

Rights or claims of parties in possession not shown by the public records.

Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

County and/or City taxes for the year 2003, a lien now due and payable. Said taxes have been prorated between the parties as of the date of this instrument, with the GRANTEES paying their prorata share thereof to GRANTORS who will be responsible for payment of said taxes.

This is improved property known as 612 Mt. Pisgah Court, Nashville, Tennessee 37211.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said **GRANTEES**, their heirs and assigns forever, and I do covenant with the said **GRANTEES** that I am lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and I do further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to the said land to the said **GRANTEES**, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my hand this 28th day of October, 2003.

Melissa P. Whitehorn

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Melissa P. Whitehorn, unmarried, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged they executed the forgoing instrument for the purposes therein contained.

Witness my hand and official seal this 28th day of October, 2003.

Notary Public

My Commission Expires: 11/2/05

K THOMAS SIDWELL Notary Public At Large WILLIAMSON COUNTY, TN

09550-BP