Davidson County DEEDWARR
Recvd: 02/09/04 12:36 3pgs
Fees:18.00 Taxes:1104.45

20040209-0015390

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $298,500.00

Affiant

Sworn to and subscribed before me, the undersigned, a Notary Public this 5th day of February, 2004.

Notary Public

My Commission Expires: 1/9/06

H. ANTHONY DUNCAN
NOTARY PUBLIC AT LARGE
WILLIAMSON COUNTY

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:
Nelson Idehen and Patrice L. Idehen
5651 Myrtlewood Drive
Nashville, Tennessee 37211

SEND TAX BILLS TO:
NEW OWNER

MAP-PARCEL NUMBERS:
Map & Parcel 172-2-52

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, **Stephen L. Vire and wife, Dianne Vire** hereinafter referred to as Grantors, hereby transfers and conveys to **Nelson Idehen and wife, Patrice L. Idehen** 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. 25, Section One, Myrtlewood Estates, of record in Book 5200, Page 361, amended in Book 7013, Page 104, Register's Office for Davidson County, Tennessee.

Said Lot No. 25 fronts 112.00 feet on the southwesterly side of Myrtlewood Drive and runs back 305.16 feet on the southeasterly lot line and 287.42 feet on the northwesterly lot line to a broken line in the rear which meaures a total of 149.30 feet thereon.

Being the same property conveyed to Stephen L. Vire and wife, Dianne Vire by Warranty Deed from Fidelity Federal Savings & Loan Association of record in Book 7887, Page 487, Register's Office for Davidson County, Tennessee dated July 12, 1989.

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 5200, Page 634, as amended in Book 7013, page 104, Register's Office for Davidson County, Tennessee.

Restrictive covenants contained in an instrument of record in Book 5801, Page 814, as amended in Book 6007, Page 778. Register's Office for Davidson County, Tennessee.

Easement for sanitary sewers and/or storm drainage of record in Book 6861, Page 899, Register's Office for Davidson County, Tennessee.

The Plan of record in Book 5200, Page 361, said Register's office shows an Owner's Certificate, a 30 foot minimum building setback line from Myrtlewood Drive and a 10 foot easement for public utility and drainage purposes along the westerly side and rear lines of said lot and notes to which plan reference is made, and a 2.5 x 25 foot utility anchor easement located on the northwesterly front corner of said lot, said setback line has not been violated.

The Mortgage Loan Inspection made by John Kohl & Company, P.C., Surveyor, dated June 8, 1992, shows the concrete drive encroaches on the 10 foot public utility and drainage easement. The company insures the insured against loss or damage arising from a non appealable final court order from court of competant jurisdiction ordering forced removal of the concrete drive.

County and/or City taxes for the year 2004 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 5651 Myrtlewood Drive, 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 5th day of February, 2004.

Stephen L. Vire

Dianne Vire

09918-KH

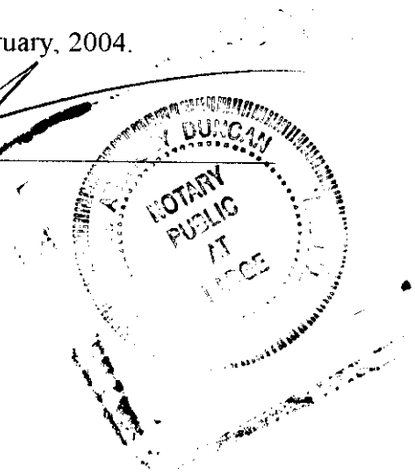
STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Stephen L. Vire and wife, and Dianne Vire, 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 5th day of February, 2004.

Notary Public

My Commission Expires: 1/4/06



09918-KH