Davidson County DEEDWARR
Recvd: 02/18/04 15:44 2pgs
Fees:13.00 Taxes:229.40
20040218-0018953

THIS INSTRUMENT PREPARED BY:
RONALD B. BUCHANAN, Attorney at Law
103 Hazel Path Court
Hendersonville TN 37075

(FROM INFORMATION PROVIDED BY THE PARTIES)

WARRANTY DEED

New Owner:	**Send Tax Bills To:**	**Map & Parcel:**
Wendell Kreh Caruthers **153 Jacksonian Drive** **Hermitage, TN 37076**	**Same**	**074-08-0 263.00**

FOR AND IN CONSIDERATION of the sum of *Ten Dollars ($10.00)*, cash in hand paid and other good and valuable consideration, including the assumption of an indebtedness evidenced by a Deed of Trust dated June 27, 2003, and recorded as Instrument No. 20030714-0097586, Register's Office for Davidson County, Tennessee, the receipt of which is hereby acknowledged, **WENDELL W. CARUTHERS and wife, COLLEEN CARUTHERS,** hereinafter referred to as "*Grantors*", have this day bargained and sold, and do hereby transfer and convey unto the said **WENDELL KREH CARUTHERS,** hereinafter referred to as "*Grantee*", his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

> Land in Davidson County, Tennessee, being Lot No. 1003 on the Plan of Hermitage Hills Subdivision, Section 10, as of record in Book 3600, Page 50, in the Register's Office, and to which plat reference is hereby made for a more complete description of said lot.
>
> Being the same property conveyed to Montie K. Caruthers by deed dated November 28, 1984, and filed for record in Book 9536, Page 356, Register's Office for Davidson County, Tennessee. Montie K. Caruthers died intestate on December 5, 2003. She was not married and had no children born to or adopted by her. Her parents, Wendell W. Caruthers and wife, Colleen Caruthers, are her heirs by the laws of intestate succession in Tennessee.
>
> The 2004 property taxes are being assumed by Grantee. This conveyance is subject to all restrictions, easements and setbacks of record, and the Plan of record in Book 3600, Page 50, said Register's office.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest belonging to the said **WENDELL KREH CARUTHERS**, his heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is

unencumbered, except as set forth above. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to the said **WENDELL KREH CARUTHERS**, his heirs and assigns, against the lawful claims of all persons, except as set forth above.

WITNESS OUR HANDS this 12th day of February 2004.

WENDELL W. CARUTHERS

COLLEEN CARUTHERS

STATE OF TENNESSEE
COUNTY OF SUMNER

The actual consideration for this transfer or the valuation of the property transferred, whichever is greater, is $62,000.00.

Sworn to and subscribed before me on this the 12 day of February, 2004.

NOTARY PUBLIC

My Comm. Expires: 08/08/06

STATE OF TENNESSEE
COUNTY OF Sumner

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared, WENDELL W. CARUTHERS and wife, COLLEEN CARUTHERS, the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my Hand and Notarial Seal at office in Hendersonville, Tennessee, on this the 12th day of Feb, 2004.

NOTARY PUBLIC

My Comm. Expires: 08/08/06

Worddocs\realprop\caruthers.warranty.deed.doc