4/0-14

This Instrument Prepared By:
Gibson, Gregory & Gwyn, PLLC
201 Fourth Avenue, N. Suite 1900
Nashville Tennessee 37219

Davidson County DEEDWARR
Recvd: 06/17/04 15:33 2pgs
Fees:13.00 Taxes:403.30
20040617-0072077

ADDRESS NEW OWNER:

Jeremy Wayne Kirk
728 Stone Hedge Drive
Old Hickory, TN 37138

SEND TAX BILL:

Union Planters Bank, NA
P.O. Box 2282
Memphis, TN 38101-2282

MORTGAGEE:
Union Planters Bank, NA
P.O. Box 2282
Memphis, TN 38101-2282

MAP AND PARCEL:
MAP 53-16
PARCEL 272

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the Grantees named herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Russell E. Ward and wife, Carla R. Ward**, ("Grantor"), have bargained and sold, and by these presents do transfer and convey unto **Jeremy Wayne Kirk, unmarried** ("Grantee"), his heirs, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee (the "Property"), described as follows, to wit:

> Land in Davidson County, Tennessee, being Lot No. 18 on the Plan of Stone Hedge Subdivision, Section Four, as of record in Plat Book 9700, page 265, amended in Book 10159, page 42, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.
>
> Being the same property conveyed to Russell E. Ward and wife, Carla R. Ward, by deed from Universal Builders, LLC of record in Book 10840, page 126, Register's Office for Davidson County, Tennessee.
>
> This conveyance is made subject to the real estate taxes for the current year, which have been prorated and assumed by Grantee, and such limitations and restrictions and easements as may affect the premises.

This is improved property known as 728 Stone Hedge Drive, Old Hickory, TN 37138.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Grantee, his heirs, successors and assigns, forever; and Grantor, does covenant with Grantee that they are lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is unencumbered unless otherwise herein set out; and Grantor does further covenant and bind themselves, their heirs, assigns and representatives, to warrant and forever defend the title to the Property to Grantee, his heirs, successors and

assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness its hand this 16th day of June, 2004.

Russell E. Ward

Carla R. Ward

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, of the state and county aforesaid, personally appeared Russell E. Ward and Carla R. Ward, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that they executed the foregoing instrument for the purposes contained therein.

Witness my hand and official seal ~~this~~ 16th day of June, 2004.

Notary Public

My Commission Expires: 1/29/05

CATHERINE H. GWYN
Notary Public At Large
DAVIDSON COUNTY, TENN.

My Commission Expires
January 29, 2005

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $109,000.00.

AFFIANT

Subscribed and sworn to before me
this 16th day of June, 2004.

NOTARY PUBLIC

My Commission Expires: 1/29/05

CATHERINE H. GWYN
Notary Public At Large
DAVIDSON COUNTY, TENN.

My Commission Expires
January 29, 2005