CL

Davidson County DEEDWARR
Recvd: 06/23/04 12:20 3pgs
Fees:18.00 Taxes:730.38

20040623-0074511

THIS INSTRUMENT PREPARED BY: **George V. Crawford, Jr.** **GULLETT, SANFORD, ROBINSON & MARTIN, PLLC** 315 DEADERICK STREET, SUITE 1100 P. O. BOX 198888 NASHVILLE, TENNESSEE 37219-8888 (615) 244-4994	STATE OF TENNESSEE) COUNTY OF DAVIDSON) The actual consideration or value, whichever is greater, for this transfer is $197,400.00. Affiant Subscribed and sworn to before me, this 18th day of June, 2004. Notary Public My Commission Expires:

Address New Owner As Follows:	Send Tax Bills To:	Map-Parcel Number:
Tania Peguero and Scott Arthur Kimberly 7096 Northridge Drive Nashville, TN 37221	SunTrust Mortgage, Inc. P. O. Box 57028 Irvine, CA 92619-7028	142-13-0 B 191.00CO GSD 7959

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid by the hereinafter named Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, **ROCHFORD REALTY & CONSTRUCTION CO., INC.**, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto **TANIA PEGUERO AND SCOTT ARTHUR KIMBERLY, as joint tenants with right of survivorship**, hereinafter called the Grantees, their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 225 on the Final Plat of Riverside, Phase 5B, of record as Instrument No. 20030212-0019415, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being part of the same property conveyed to Rochford Realty & Construction Co., Inc., by deed from Frank H. Carter and wife, Dolores H. Carter, Charles C. Handly, Jr., and Mary Handly Beard, of record in Book 7103, page 48, Register's Office for Davidson County, Tennessee.

A new legal description was not prepared for this transaction. The legal description is the same as the previous instrument of record.

This conveyance is made subject to:

1. 2004 taxes, a lien but not yet due and payable, which have been prorated and assumed by Grantees. By acceptance of delivery of this instrument, Grantees assume and agree to pay such taxes as and when such become payable and to indemnify and hold harmless Grantors from liability and loss therefrom.

2. Restrictive covenants contained in instrument of record in Book 7405, page 780, Register's Office for Davidson County, Tennessee, as amended at Instrument No. 20040419-0044162, Register's Office for Davidson County, Tennessee.

3. Matters shown on the Plan of record as Instrument No. 20030212-0019415, Register's Office for said County, and of record at Book 6900, pages 490, 491 and 492, Register's Office for said County.

4. Easement for waterlines of record in Book 6970, page 275, and Book 6970, page 281, Register's Office for said County.

5. Easement for public utilities of record in Book 6970, page 278, Register's Office for Davidson County, Tennessee.

6. Easement contained in deed of record in Book 6972, page 45, Register's Office for said County.

7. Easement for ingress and egress reserved in the deed of record in Book 7215, page 899, said Register's Office.

8. Agreement for dedication of easement for sewer line of record in Book 7489, page 638, Register's Office for said County.

9. Agreement for Dedication of Easement for Permanent Drainage Easement and Channel Change Drainage, of record in Book 7574, page 645, Register's Office for said County.

10. Agreement for Dedication of Easement for Sewer Line of record in Book 7803, page 642, Register's Office for said County.

This is improved property known as 7096 Northridge Drive, Nashville, TN 37221.

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 it covenants with the said Grantees that it is 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 further covenant and binds itself, its successors and assigns, 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 person whomsoever.

WITNESS my hand this 18th day of June, 2004.

ROCHFORD REALTY & CONSTRUCTION CO., INC.

By: _____
James G. Morrissey, Authorized Representative

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **JAMES G. MORRISSEY** with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the **Authorized Representative**, of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this 18th day of June, 2004.

_____
Notary Public

My Commission Expires: _____

