Davidson County DEEDWARR
Recvd: 07/28/04 13:46 2pgs
Fees:13.00 Taxes:488.19
20040728-0090348

WARRANTY DEED

This instrument prepared by
THE HOME CLOSING COMPANY, INC.
214 Centerview Drive Suite 225
Brentwood, TN 37027

OWNER:
Name **Yvonne W. Foote**
Address **5137 Greer Station Drive**
City/State/Zip **Hermitage, TN 37076**

SEND TAX BILLS TO:
Name **Chase Manhattan Mortgage Corp.**
Address **P.O. Box 79046**
City/State/Zip **Phoenix, AZ 85062-9046**

FOR AND IN CONSIDERATION of the sum of **$10.00. Capitol Homes Inc., a Tennessee Corporation** has this day bargained and sold, and does hereby transfer and convey unto **Yvonne W. Foote, an unmarried person, her** heirs and assigns, hereinafter referred to as "grantees", whether one or more, certain real estate located in the **DAVIDSON** County, State of **TENNESSEE**, as follows:

Land in Davidson County, Tennessee, Being Lot No. 86 on the Plan of Greer Meadows at Cedar Creek, Section 3, Phase 1, a Planned Unit Development, of record in Instrument Number 20010920-0101748, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a complete and accurate description of said lot.

Being a part of the same property conveyed to Capitol Homes, Inc., a Tennessee Corporation, by Warranty Deed from Southeastern Development Co., a Tennessee general partnership, of record in Instrument Number 20040527-0062428, Register's Office for Davidson County, Tennessee.

This conveyance is subject to taxes for the year 2004 and subsequent years and all matters of record including restrictions, declarations, easements, dedications, agreements, memorandums, and assessments, as shown of record in the Register's Office for Davidson County, Tennessee.

Map-Parcel No.'s: 75-12A-130

This is improved property known as: 5137 Greer Station Drive, Hermitage, TN 37076.

TO HAVE AND TO HOLD said real estate, with appurtenances, estate, title and interest belonging to the said grantees, their 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.
We further covenant and bind **our** heirs and representatives, to warrant and forever defend the title to said real estate to said grantees, their heirs and assigns, against the lawful claims of all persons.

Witness **my** hand this **22nd** day of **July, 2004.**

Capitol Homes Inc.
Larry Haggard
Larry Haggard, Authorized Signatory

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

PERSONALLY APPEARED before me, Jeffrey C. Horn, of the state and county mentioned, personally appeared Larry Haggard, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Authorized Signatory of Capitol Homes Inc., the within named bargainor, a Corporation, and that such Larry Haggard, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the Corporation as Authorized Signatory.

WITNESS MY HAND and official seal at office, this **22nd** day of **July, 2004.**

Commission expires **January 26, 2008**

Jeffrey C. Horn
Notary Public

JEFFREY C. HORN
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

My Commission Expires JAN. 26, 2008

STATE OF TENNESSEE
COUNTY OF **WILLIAMSON**

The actual consideration or value whichever is greater, for this transfer is **$131,943.00**

Affiant Lyonne W. Foote

Subscribed and sworn to before me, this the 22nd day of July,2004.

My commission expires: 01/26/08

Jeffrey C. Horn
Notary Public - Register

JEFFREY C. HORN
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

My Commission Expires JAN. 26, 2008