(1)

MAP 034-13-0; PARCEL 105.00

RE-RECORD

**This Instrument Was Prepared By:**
Patricia Quinn Robertson, Attorney
Williamson County Escrow & Title, Inc.
133 Holiday Court, Suite 208
Franklin, TN 37067
(615) 790-9678

Send Tax Bills To:
New Owner

Davidson County DEEDWARR
Recvd: 07/29/04 09:57 2pgs
Fees:12.00 Taxes:0.00
20040729-0090760

Davidson County DEEDWARR
Recvd: 07/21/04 14:44 2pgs
Fees:13.00 Taxes:314.50
[redacted]
20040721-0087402

New Owner:

NICHOLAS F. RUSSO
25 Bainbridge Street
Islip, NY 11751-1631

Mortgagee:

~~ALLIED HOME MORTGAGE CAPITAL CORP~~
THE CIT GROUP/CONSUMER FINANCE, INC. (TN)
545 Marriott Drive Suite 610
Nashville, TN 37214

## WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, LUIS DEL MAZO, JR., Grantor, have bargained and sold and by these presents do transfer and convey unto NICHOLAS F. RUSSO, Grantee, his heirs and assigns, the property located in Davidson County, Tennessee being described as follows:

> Land in Davidson County, Tennessee, being Lot No. 15 on the Plan of East Lawn Subdivision of record in Book 547, page 153 and 154, Register's Office of Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description
>
> Being the same property conveyed to Luis del Mazo, Jr. by Warranty Deed of Jerry Byrd, unmarried, of record at Instrument No. 20040407-0039490, Register's Office of Davidson County, Tennessee. THIS PROPERTY IS NOT AND HAS NEVER BEEN THE RESIDENCE OF GRANTOR.

TO HAVE AND TO HOLD the said property, together with all improvements and appurtenances thereunto belonging unto the said Grantee, his heirs and assigns forever.

AND GRANTOR DOES COVENANT with the said Grantee that Grantor is lawfully seized and possessed of said property in fee simple, has a good and lawful right to sell and convey the same, and that it is free from any lien or encumbrance whatsoever, except as follows: Subject to matters shown on the plan of East Lawn of record in Book 547, pages 153 and 154, Register's Office of Davidson County, Tennessee; 2004 taxes are a lien but not yet due and payable. Said taxes have been prorated at closing and will be paid by Grantee when due and payable.

AND GRANTOR DOES FURTHER COVENANT and bind himself his heirs and representatives, to warrant and forever defend the title to said property, to the said Grantee, his heirs and assigns, against the lawful claims and demands of all persons whomsoever.

WITNESS our hands on this the 14th day of ~~June~~ July, 2004.

LUIS DEL MAZO, JR.

STATE OF Tennessee )
)
COUNTY OF Williamson )

Personally appeared before me, the undersigned, a Notary Public of said County, LUIS DEL MAZO, JR., the within named bargainor(s), with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 14th day of ~~June~~ July, 2004.

NOTARY PUBLIC

GAIL P. LUTTRELL NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TN

My Commission Expires: 4-16-2006

STATE OF Tennessee )
)
COUNTY OF Williamson )

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is Eighty Five Thousand Dollars ($85,000.00) which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

AFFIANT

Sworn to and subscribed before me this 14th day of ~~June~~ July, 2004.

NOTARY PUBLIC

GAIL P. LUTTRELL NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TN

My Commission Expires: 4-16-2006

RUSSOfromDELMAZOdocs.wpd