This instrument prepared by:
, an employee of
First American Title Insurance Company
Six Cadillac Drive, Suite 190
Brentwood, Tennessee 37027
(615) 371-8999

Davidson County DEEDWARR
Recvd: 08/04/04 14:44 3pgs
Fees:18.00 Taxes:314.13
20040804-0093786

File No.: **2120-568721**

WARRANTY DEED

THIS INDENTURE, made and entered into this **Thirtieth day of July, 2004**, by and between **Charles D. Bogart, II, married**, parties of the first part, and **Tonya Hunt, unmarried**, party of the second part,

WITNESSETH: This for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part had bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described Real Estate, situated and being in the City of **Nashville**, County of **Davidson**, State of **Tennessee**, to wit:

Lot 59, FIRST REVISION, PHASE ONE, LARCHWOOD SECTION TWO Planned Unit Development, as shown on plat of record in Plat Book 6200, Page 347, in the Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to Charles D. Bogart, II, unmarried by deed from Larchwood Homes Associates, a Joint Venture, composed of Union Financial Corporation and Frank Batson Quality Homes, Inc. of record in Book 6842, page 547, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:
(1) Taxes which have been prorated ans assumed by Grantee; (2) All restrictions of record; (3) All easements of record; (4) All visible easements; (5) All matters appearing on the plan of record; (6) All applicable governmental and zoning regulations.

Parcel ID # **096-16-0-A 031.00 CO**
X Improved OR
Unimproved property located at: **102 Lakebrink Drive, Nashville, Tennessee 37214**

Susan Bogart joins in the execution of this deed for the sole purpose of relinquishing any right, title or interest **she** may have in the above captioned property by virtue of **her** marriage to **Charles D. Bogart, II**, but the said **Susan Bogart** does not join in the covenants and warranties of this conveyance.

TO HAVE AND TO HOLD the aforesaid Real Estate together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his/her heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that he/she is lawfully seized in fee simple of the aforedescribed real estate; that he/she has good right to sell and convey the same; that the same is unencumbered, EXCEPT as set forth herein, and that the title and quiet possession thereto he/she warrants and forever defends against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part of the day and year first above written.

Charles D. Bogart II

Susan Bogart

STATE OF NC

COUNTY OF Swain

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared **Charles D. Bogart, II, and Susan Bogart** to me known to the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained as **their** free Act and Deed.

Witness my hand and Notarial Seal this **Thirtieth day of July, 2004.**

Notary Public

My Commission Expires: my commission expires May 17, 2008



****

Owner's Name: **Tonya Hunt**

and Address: **102 Lakebrink Drive**
Nashville, TN 37214

Mail tax bills to, (Person or Agency responsible for payment of taxes)

Franklin American Mortgage Company
501 Corporate Center Drive
Suite 400
Franklin, TN 37067

I, or we, hereby swear and affirm that, to the best of the affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is **$84,900.00** which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this **Thirtieth day of July, 2004.**

Notary Public

My Commission Expires: my commission expires May 17, [illegible]

