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

File No.: **2120-587854**

Davidson County DEEDWARR
Recvd: 08/24/04 14:19 3pgs
Fees:18.00 Taxes:242.35
20040824-0102245

WARRANTY DEED

THIS INDENTURE, made and entered into this **Sixteenth day of August, 2004**, by and between **Margo Fortney**, parties of the first part, and **Cary Miller**, 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:

A Condominium Apartment in Davidson County, Tennessee, being Unit No. 104 of Belle Meade Highlands Condominium, a horizontal property regime pursuant to the Tennessee Horizontal Property Act, as shown on Exhibit A-2 to the Master Deed of record in Book 7091, page 302, said Register's Office, to which source reference is hereby made for more complete details of description, together with the said Apartment's appurtenant undivided interest in the general and limited common elements of the Condominium. BEING the same property conveyed to Amy Harvey, by Quitclaim Deed from Resolution Trust Corporation, as Receiver of Metropolitan Federal Savings and Loan Association, of record in Book 8622, page 653, said Register's Office.

Being the same property conveyed to Margo Fortney by Warranty Deed from Leigh A. Guzman, recorded the 28th day of April, 1997 in Deed Book 10429, Page 841, in the Register's Office of Davidson County, Tennessee.

This conveyance is made subject to:
(1) Taxes which have been prorated and 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 # **129-15A-149co**

X Improved OR

Unimproved property located at: **21 Vaughns Gap Rd., #J-149, Nashville, Tennessee 37205**

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.

Margo Fortney

STATE OF **TENNESSEE**

COUNTY OF **WILLIAMSON**

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared **Margo Fortney** 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 **her** free Act and Deed.

Witness my hand and Notarial Seal this **Sixteenth day of August, 2004.**

Notary Public

My Commission Expires: 5-27-07

****

Owner's Name: **Cary Miller**

and Address: **21 Vaughns Gap Rd.**
Nashville, TN 37205

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

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 **$65,500.00** 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 **Sixteenth day of August, 2004.**

Notary Public

My Commission Expires: _____