This instrument prepared by:
Sheila McCord, an employee of
First American Title Insurance Company
100 Bluegrass Commons
Hendersonville, Tennessee 37075
(615) 264-8979

File No.: **2105-589197**

Davidson County DEEDWARR
Recvd: 08/27/04 11:49 3pgs
Fees:18.00 Taxes:1091.50

20040827-0103825

WARRANTY DEED

THIS INDENTURE, made and entered into this **Twenty-fourth day of August, 2004**, by and between **Morris Allen Henry, an unmarried man**, parties of the first part, and **Gordon A. King, a married man**, 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 **Old Hickory**, County of **Davidson**, State of **Tennessee**, to wit:

Lot 161, PHASE TWELVE, SECTION TWO, BRANDYWINE POINTE Planned Unit Development, as shown on plat of record in Plat Book 9700, Page 15, 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 Morris Allen Henry and wife, Joan C. Henry, recorded in Book **10166**, Page No.: **540, said Register's Office. Said Joan C. Henry having conveyed her interest to Morris Allen Henry by Quitclaim Deed and recorded at Instrument No. 20021115-0142136,** in said Register's office.

This conveyance is made subject to:
Taxes for the year 2004, Covenants, Conditions, Easements and Restrictions of record.

Parcel ID # **064-03-0-A 072.00 CO**
XX Improved OR
Unimproved property located at: **1821 Clinch Place, Old Hickory, Tennessee 37138**

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.

Morris Allen Henry

STATE OF **TN**

COUNTY OF **SUMNER**

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared **Morris Allen Henry, an unmarried man** 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 **his** free Act and Deed.

Witness my hand and Notarial Seal this **Twenty-fourth day of August, 2004.**

SHEENA McCORD NOTARY PUBLIC AT LARGE SUMNER COUNTY, TENN. EXPIRES 03/03/2007

Notary Public

My Commission Expires: _____

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Owner's Name: **Gordon A. King**

and Address: **1821 Clinch Place**
Old Hickory, TN 37138

Mail tax bills to, (Person or Agency responsible for payment of taxes)
Michigan Fidelity Acceptance
Corp d/b/a Franklin
Mortgage Funding, Inc.
25800 Northwestern
Highway Suite 875
Southfield, MI 48075

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 $**295,000.00** 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 **Twenty-fourth day of August, 2004.**

Notary Public

My Commission Expires: _____

SHEILA McCORD NOTARY PUBLIC AT LARGE SUMNER COUNTY, TENN. EXPIRES 03/03/2007