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.: **2105-592751**

Davidson County DEEDWARR
Recvd: 09/14/04 10:32 3pgs
Fees:18.00 Taxes:434.17
20040914-0110683

WARRANTY DEED

THIS INDENTURE, made and entered into this **Tenth day of September, 2004**, by and between **Beazer Homes Corporation d/b/a Phillips Builders, a Tennessee Corporation**, parties of the first part, and **Mark Johnson and Holley Johnson, husband and wife**, 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:

Unit 115, a Horizontal Property Regime Private Element Plat RIVERBRIDGE COMMUNITY Planned Unit Development, as shown on plat of record in Plat Instrument 200302130019999, 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 parties of the first part, herein shown in:
Book , Page No.: or Instrument No.: **20020912-0110994** 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 # **141-12 6D - 115**

XX Improved OR

Unimproved property located at: **3353 Harpreth Springs Drive, Nashville, Tennessee 37221**

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.

Beazer Homes Corporation d/b/a Phillips Builders, a Tennessee Corporation

Ruth Lyon, agent

By: Ruth Lyon, Authorized Agent

STATE OF **TN**

COUNTY OF **DAVIDSON**

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared Ruth Lyon, Authorized Agent of Beazer Homes Corp. d/b/a Phillips Builders, to me known to the person described in and who executed the foregoing instrument on behalf of Beazer Home Corp. d/b/a Phillips Builders as Authorized Agent, and acknowledged that she executed the same for the purposes therein contained for Beazer Homes Corp. d/b/a Phillips Builders as Authorized Agent and is the free Act and Deed of said Beazer Home Corp. d/b/a Phillips Builders.

Witness my hand and Notarial Seal this **Tenth day of September, 2004.**

SHERI LEDFORD NOTARY PUBLIC AT LARGE SUMNER COUNTY, TENN. EXPIRES 03/03/2007

Notary Public

My Commission Expires: _____

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Owner's Name: **Mark Johnson and Holley Johnson**

and Address: 308 Hollow Tree Court
Nashville, TN 37221

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

New Century Mortgage
3354 Perimeter Hill Suite
106
Nashville, TN 37211

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 **$117,343.00** 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 **Tenth day of September, 2004.**

Notary Public

My Commission Expires: _____

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