Bartlett

Davidson County DEEDWARR
Recvd: 09/27/04 14:41 3pgs
Fees:18.00 Taxes:1135.06

20040927-0116244

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

Return to:
Nashville Title Insurance Corporation
2818 Bransford Avenue
Nashville, TN 37204

File No.: **2120-628085**

WARRANTY DEED

THIS INDENTURE, made and entered into this **Twenty-fourth day of September, 2004**, by and between **Moore Homes, LLC**, parties of the first part, and **W. Richard Husband, Jr. and Georganna R. Husband, 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:

Being Lot No. 32 on the plan of Summit Oaks, Phase Two, of record in Instrument Number 20040112-0004661, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description.

Being the same property conveyed to Moore Homes, LLC by Deed from Greater Middle Tennessee Development Partnership, on January 21, 2004, of record in Instrument Number 20040123-0009159, Register's Office for 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 #
X Improved OR
Unimproved property located at: **Summit Oaks Drive Lot 32, Nashville, Tennessee**

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.

Moore Homes, LLC

Roger D. Moore, Sr. Mgr.

By: Roger D. Moore, Sr., Chief Manager

STATE OF **TENNESSEE**

COUNTY OF **WILLIAMSON**

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared Roger D. Moore, Sr. Chief Manager of **Moore Homes, LLC** with whom I am personally acquainted and who upon oath, acknowledged himself to be the Chief Manager of Moore Homes, LLC, a limited liability company, and that he as such Chief Manager executed the foregoing instrument, for the purposes therein contained as **his** free Act and Deed by signing the name of the company by himself as Chief Manager.

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

Susan R. Levy

Notary Public

My Commission Expires: 5-27-07

****

Owner's Name: **W. Richard Husband, Jr. and Georganna R. Husband**

and Address: **Summit Oaks Drive Lot 32**
Nashville, TN

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

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 $**306,773.39** which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

JASON C. GUTHRIE
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

Subscribed and sworn to before me this **Twenty-fourth day of September, 2004.**

Notary Public

My Commission Expires: My Commission Expires JULY 21, 2007