This instrument prepared by:
Mark Rosser (Attorney at Law), an employee of
First American Title Insurance Company
501 Corporate Centre Drive, Suite 100
Franklin, Tennessee 37067-2659
(615) 771-9141

File No.: **2038-627890**

Davidson County DEEDWARR
Recvd: 09/29/04 11:10 3pgs
Fees:18.00 Taxes:800.63
20040929-0117090

WARRANTY DEED

THIS INDENTURE, made and entered into this **Twenty-eighth day of September, 2004**, by and between **Nicolaas A. Vlok and Germaine Vlok**, parties of the first part, and **John Jennings and Shelley Jennings**, 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 24, RESUBDIVISION, BELLEVUE HIGHLANDS, PHASE 2 Planned Unit Development, as shown on plat of record in Instrument No. 20010202-0010403, 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 Nicolaas A. Vlok and wife Germaine Vlok by Warranty Deed from The Jones Compnay Custom Homes of Tennessee, Inc., recorded the 2nd day of July, 2002 in Instrument No. 20020702-0079470 re-recorded in Instrument No. 20020905-0107506, 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 # **155-8-E-47.00 CO**
X Improved OR
Unimproved property located at: **7425 Kreitner 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.

Nicolaas A Vlok
Nicolaas A. Vlok

Germaine Vlok
Germaine Vlok

STATE OF **TENNESSEE**

COUNTY OF **WILLIAMSON**

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared **Nicolaas A. Vlok and Germaine Vlok, husband and wife** 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 **Twenty-eighth day of September, 2004.**

Notary Public

My Commission Expires: 5-27-07

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Owner's Name: **John W. Jennings and Shelley S. Jennings**

and Address: **7425 Kreitner Dr.**
Nashville, TN 37221

Mail tax bills to, (Person or Agency responsible for payment of taxes)
Banccorp South Bank
P.O. Box 218
Florence, MS 39073

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 **$216,387.00** which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

Blair Lynch
Affiant

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

Mandy K Baird
Notary Public

My Commission Expires: 7/29/07

