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

File No.: **2120-626719**

Davidson County DEEDWARR
Recvd: 10/06/04 14:04 3pgs
Fees:18.00 Taxes:806.60

20041006-0120576

WARRANTY DEED

THIS INDENTURE, made and entered into this **Thirtieth day of September, 2004**, by and between **William D. Haggard, IV, married**, parties of the first part, and **Francis Clay Gaitskill and Amanda Elaine Key, both unmarried, as joint tenants with rights of survivorship**, 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 15, PLAN OF SUBDIVISION FOR PHASE 1 OF POPLAR CREEK ESTATES, as shown on plat of record in Plat Book 6250, Page 647, 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 to William D. Haggard, IV, by deed from Northfork Properties, Inc. a Tennessee Corporation dated August 13, 2002 and recorded in Instrument Number 20010820-0089363, Register's Office for Davidson County, Tennessee.

William D. Haggard, IV hereby certifies that this property is not his homestead as defined by Statute.

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 # **155-08-0-A 015.00 CO**

X Improved OR

Unimproved property located at: **7017 Poplar Creek Trace, 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.

626719

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.

William D. Haggard IV

STATE OF **TN**

COUNTY OF **WILLIAMSON**

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared **William D. Haggard, IV** 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 **Thirtieth day of September, 2004.**

Notary Public

My Commission Expires: 3-10-07

LEHMAN NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TENN.

****

Owner's Name: **Francis Clay Gaitskill**

and Address: **7017 Poplar Creek Trace**
Nashville, TN 37221

Mail tax bills to, (Person or Agency responsible for payment of taxes)
SunTrust Mortgage, Inc.
201 Fourth Avenue North 7th Floor
Nashville, TN 37219

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 **$218,000.00** which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

Lauren Rickels

Affiant

Subscribed and sworn to before me this **Thirtieth day of September, 2004.**

Sharon L. Lucy

Notary Public

My Commission Expires: 5-27-07

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED