Davidson County DEEDWARR
Recvd: 10/19/04 11:41 3pgs
Fees:18.00 Taxes:510.60
20041019-0125478

WARRANTY DEED

THIS INDENTURE, made and entered into this 4th day of October, 2004, by and between **MATTHEW MILLER and JESSICA L. MILLER**, party of the first part, and **SIRVA RELOCATION, LLC, a Delaware Limited Liability Company**, party of the second part.

WITNESSETH: That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations the receipt of which is hereby acknowledged, the said party of the first part has 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 HERMITAGE, County of DAVIDSON, State of Tennessee, to wit:

Being Lot No. 166 on the Plan of Truxton Park, Section Three, as of record in Instrument No. 20011024-0116272, Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description thereof.

Being the same property conveyed to the party of the first part by warranty deed of record under instrument number 20020429-0051987 in the Register's Office of DAVIDSON County, Tennessee.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his heirs, successors and assigns in fee simple forever. And the said party of the first part does hereby covenant with the said party of the second part that she is lawfully seized in fee of the aforedescribed real estate; that she has a good right to sell and convey the same; that the same is unencumbered, except for City of HERMITAGE and County of DAVIDSON realty taxes for the year 20 04, and subdivision restrictions, building lines and easements of record in Plat Book **, Page _____, in the said Register's Office; and that the title and quiet possession thereto she will warrant and forever defend 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 said party of the first part the day and year first above written.

** Charter for Homeowner's Assocation of reocord in Instrument Number 20001101018603, Register's Office for said County.

Agreement of rcord in Instrument Number 200011010108604, Register's Office for said County.

Restrictions of record in Instrument number 200010300107559, and Instrument Number 200105220052910, and Instrument Number 200201230009419, Register's Office for said County.

By-Laws of record in Instrument Number 200010300107559, Register's Office for said County.

Matthew Miller
MATTHEW MILLER

Jessica L. Miller
JESSICA L. MILLER

STATE OF Virginia
COUNTY OF Chesterfield

BEFORE ME, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **MATTHEW MILLER**, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed and for the purposes therein contained.

WITNESS my hand and Notarial Seal at Office this 23RD day of August, 2004.

Connie M. Myers
Notary Public

My commission expires: September 30, 2005

STATE OF Virginia
COUNTY OF Chesterfield

BEFORE ME, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **JESSICA L. MILLER**, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed and for the purposes therein contained.

WITNESS my hand and Notarial Seal at Office this 23RD day of August 2004

Connie M. Myers
Notary Public

My commission expires: September 30, 2005

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer, or value of the property transferred, whichever is greater, is $ 138,000.00, which amount is equal to 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 22nd day of September, 2004.

Jeannine Gerhardson
Notary Public

My commission expires: 1/31/04

JEANNINE GERHARDSON
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2006

Property Address: **2317 CRESCENT VALLEY PLACE, HERMITAGE, TN 37076**

Tax Parcel Number: 064-16-0-D-106

Name and address of property owner, and mail tax bills to:

SIRVA Relocation , LLC
3300 Fernbrook Lane, North Suite 300
Plymouth, Minnesota 55447

This instrument was prepared by, and after recording, return to:

Cumberland Title Company
13018 Lebanon Road
Mt. Juliet, TN 37122