Prepared By:
File Box 9-B
First Title & Escrow Co., Inc.
#23583

Return To:

Davidson County DEEDWARR
Recvd: 12/07/04 09:28 3pgs
Fees:18.00 Taxes:786.25
20041207-0145509

LIMITED LIABILITY WARRANTY DEED

THIS INDENTURE, made and entered into this 22nd day of November, 2004, by and between SIRVA RELOCATION, LLC, A DELAWARE LIMITED LIABILITY COMPANY, a Limited Liability Company organized and existing under and by virtue of the laws of the State of Tennessee, party of the first part, and David S. Matthews and wife, Shelly K. Matthews, 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 all 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 County of DAVIDSON, State of Tennessee, to wit:

Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of East Colony at Riverbend as of record in Plat Book 7900, Page 733, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.

Being the same property conveyed to the party of the first part by warranty deed of record under instrument number _____ in the said 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.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except for those matters set out on Exhibit "B" hereto, which Exhibit "B" is incorporated herein by reference as fully as if set out herein verbatim; and that the title and quiet possession thereto it 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 is referred to, and pronouns shall be construed according to their proper gender and number according to the context of this instrument.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed by and through its duly authorized officer the day and year first above written.

SIRVA RELOCATION, LLC

By: Catherine Palmer

Its: Closing Specialist

STATE OF MINNESOTA
COUNTY OF HENNEPIN

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

BEFORE ME, the undersigned duly, a Notary Public within and for said County and State, duly commissioned and qualified, personally appeared Catherine Palmer, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Closing Specialist (Manager, Chief Manager, Sole Member, Member, or other authorized signatory, as the case may be) of SIRVA RELOCATION, LLC, a Limited Liability Company, and who further acknowledged that, being duly authorized so to do, he/she executed the foregoing instrument for the purposes therein contained, by subscribing thereto the name of said limited liability company as the free act and deed of said limited liability company.

WITNESS my hand and Notarial Seal at Office this 22nd day of November, 2004.

Jeannine Gerhardson
Notary Public

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

My commission expires: 1/31/06

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 $212,500.00, 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 November, 2004.

Notary Public

My commission expires:

Property Address: **6333 WILLOW OAK DRIVE, NASHVILLE, TN 37221**

J. MICHAEL MORGAN
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
AT LARGE
J. Michael Morgan
My Commission Expires
July 30, 2005
STATE OF TENNESSEE

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

Countrywide Home Loans
2021 N. Gallatin Road, #292
Madison, TN 37115

Tax Parcel Number: 156-1-0C/3Co

After recording, return to
Prepared by:
Mudter Morgan & Patterson
2000 Richard Jones Rd.,,#110
Nashville, TN 37215