This instrument prepared by:
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(615) 371-8999

File No.: **2120-680776**

Davidson County DEEDWARR
Recvd: 12/28/04 16:23 3pgs
Fees:18.00 Taxes:1045.25
20041228-0153363

WARRANTY DEED

THIS INDENTURE, made and entered into this **Thirteenth day of December, 2004**, by and between **Dana M. Hughens and husband, David W. Hughens**, parties of the first part, and **Neal Cappellino and wife, Linnae Cappellino**, 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 16, OLIVIA W. SHARPE'S ADDITION TO NASHVILLE, as shown on plat of record in Plat Book 332, Page 17, 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 Dana M. Hughens and husband, David W. Hughens from Thomas F. Weir and wife, Carrie Ferguson Weir, by virtue of Warranty Deed as recorded on May 10, 2001 in Instrument Number 200105100048605, in the Register's Office for Davidson County, Tennessee.

Being the same property conveyed to parties of the first part, herein shown in:
Book , Page No.: or Instrument No.: **200105100048605** in said Register's office.

This conveyance is made subject to:
1) Taxes which have been assumed by Grantee; 2) All restrictions of record; 3) All easements of records; 4) All visible easements; 5) All matters appearing on the plan of record; 6) All applicable governmental and zoning regulations.

Parcel ID # **83-6-247.00**

x Improved OR
Unimproved property located at: **714 Setliff Place, Nashville, Tennessee 37206**

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.

Dana M. Hughens by her attorney in fact - Chuck Davis

Dana M. Hughens

David W Hughens by his attorney in fact - Chuck Davis

David W. Hughens

STATE OF **TN**

COUNTY OF **WILLIAMSON**

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared Chuck Davis to me known to be the person who executed the foregoing instrument in behalf of **Dana M. Hughens and husband, David W. Hughens** as their attorney in fact, and acknowledged that he executed the same as attorney in fact for the purposes therein contained as **their** free act and deed.

Witness my hand and Notarial Seal this **Thirteenth day of December, 2004.**

Brenda L Behman

Notary Public

My Commission Expires: 3/10/07

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Owner's Name: **Neal Cappellino and wife, Linnae Cappellino**

and Address: **714 Setliff Place**
Nashville, TN 37206

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

First Horizon Home Loan
P.O. Box 630148
Irving, TX 75063

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 **$282,500.00** which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

Chuk Dei

Affiant

Subscribed and sworn to before me this **Thirteenth day of December, 2004.**

Brenda L Belman

Notary Public

My Commission Expires: 3/10/07