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

File No.: **2120-701408**

Davidson County DEEDWARR
Recvd: 01/04/05 11:58 3 pg
Fees:18.00 Taxes:321.90
20050104-0001127

WARRANTY DEED

THIS INDENTURE, made and entered into this **Third day of January, 2005**, by and between **Robert L. Whitaker and Louise Whitaker**, parties of the first part, and **Jason G. Kumm and Michelle L. Kumm**, 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 **Old Hickory**, County of **Davidson**, State of **Tennessee**, to wit:

Lot 164, SECTION "C" VILLAGE OF OLD HICKORY, as shown on plat of record in Plat Book 1424, Page 66, 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 Robert L. Whitaker, married from H & H Investments, LLC, by virtue of Warranty Deed as recorded on February 3, 2003 in Instrument Number 20030203-0014372, in the Register's Office for Davidson County, Tennessee.

20030203-0014372
This conveyance is made subject to:
(1) Taxes which have been prorated ans 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 # **53-3-97.00**

x Improved OR
Unimproved property located at: **1406 Berry St., Old Hickory, Tennessee 37138**

Louise Whitaker joins in the execution of this deed for the sole purpose of relinquishing any right, title or interest **Louise Whitaker** may have in the above captioned property by virtue of **her** marriage to **Robert L. Whitaker**, but the said **Louise Whitaker** does not join in the covenants and warranties of this conveyance.

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.

701408

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.

Robert L. Whitaker

Louise Whitaker

STATE OF **TN**

COUNTY OF **WILLIAMSON**

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared **Robert L. Whitaker and Louise Whitaker** 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 free Act and Deed.

Witness my hand and Notarial Seal this **Third day of January, 2005.**

Notary Public

My Commission Expires: 7/29/07

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Owner's Name: **Jason G. Kumm and Michelle L. Kumm**

and Address: **1406 Berry St.**
Old Hickory, TN 37138

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

Countrywide Home Loans, Inc.
2021 North Gallatin Road
Suite 280
Madison, TN 37115

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 $**87,000.00** which amount is equal 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 **Third day of January, 2005.**

Notary Public

My Commission Expires: 7/29/07

