WARRANTY DEED

20439

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $163,500.00.

Affiant

SWORN AND SUBSCRIBED TO BEFORE ME, THIS THE 10th DAY OF February, 2005.

(Affix Seal) Notary Public

My Commission Expires: 11-22-08

STATE OF TENNESSEE NOTARY PUBLIC SMELSER DAVIDSON COUNTY TENN.
My Commission Expires NOV. 22, 2008

Davidson County DEEDWARR
Recvd: 02/24/05 14:13 2 pgs
Fees:13.00 Taxes:604.95
20050224-0020644

THIS INSTRUMENT WAS PREPARED BY and PLEASE RETURN TO:

BRENDA FRANKS HALE
HALE AND HALE, PLC
231 PUBLIC SQUARE, SUITE 312
FRANKLIN, TN 37064

Address of New Owners:	Send Tax Bills To:	Tax ID#:
Michael J. Bongard and wife, Susan M. Bongard	Bank of America, N.A.	
1764 Aaronwood Drive	6700 Lakeview Center Drive	Map and Parcel 063-16-0-A 023.00
Old Hickory, TN 37138	Tampa, FL 33619	

For and in consideration of the sum of TEN DOLLARS, cash in hand, paid by the hereinafter named GRANTEE(S), and other good and valuable consideration, the receipt of which is hereby acknowledged, JAMES J. BROWNSEY AND WIFE, CAROL BROWNSEY, hereinafter called the GRANTOR(S), have bargained and sold, and by these presents do hereby transfer and convey unto MICHAEL J. BONGARD AND WIFE, SUSAN M. BONGARD, hereinafter called the GRANTEE(S), their heirs and assigns, that certain tract or parcel of land in DAVIDSON COUNTY, STATE OF TENNESSEE described as follows, to wit:

Land in Davidson County, Tennessee, being Lot No. 53 on the Plan of Hampton Park, a Planned Unit Development, of record in Plat Book 6900, page 405, amended in Plat Book 6900, page 550-552, corrected in Book 7462, page 445, surveyor's certificate of correction in Book 8110, page 401, amended in Book 8181, page 112, Register's Office for said County, to which reference is made for a more complete description.

Being the same property conveyed to James J. Brownsey and wife, Carol Brownsey by Warranty Deed from Wayne A. Evers and wife, Lori A. Evers of record in Book 10003, page 851, Register's Office for Davidson County, Tennessee.

This conveyance is subject to the following:

a. Davidson County taxes for the year 2005 are a lien against said property, but are not yet due and payable. Said taxes have been prorated between the parties as of the date of this instrument, with GRANTORS paying their prorata part thereof to GRANTEES, who will be responsible for payment of said taxes when they become due and payable. Map and Parcel 063-16-0-A 023.00.
b. All matters appearing on the Plan of Chitwood Downs of record in Book 6900, pages 550, 551 and 552, and Certificate of Correction of record in Book 7462, page 445, and by amendment to Change Name of record in Book 8181, page 112, Register's Office for Davidson County, Tennessee.
c. Restrictive Covenants of record in Book 7351, page 852, Book 7431, page 204, Book 8181, page 112 and Book 8336, page 393, Register's Office for Davidson County, Tennessee.
d. Warranty Deed of Flowage easements Chitwood Downs to U.S.A. Flood Cheatham Loan and Dam Project of record in Book 2247, page 75, Register's Office for Davidson County, Tennessee.
e. Easements of record in Book 7460, page 930, Book 7489, page 515, Book 8207, page 276 and Book 8951, page 797, Register's Office for Davidson County, Tennessee.
f. Easement for Ingress and Egress of record in Book 8739, page 991 and an Easement for public utilities of record in Book 8007, page 235 and Agreement for Dedication of Easement and Public Utilities of record in Book 8657, page 179, Register's Office for Davidson County, Tennessee.
g. Quitclaim Deed from Barclays to Hampton Park Homeowners Association for open space and flood plan of record in Book 8207, page 276, Register's Office for Davidson County, Tennessee.
h. Charter for Homeowners Association of record in Book 8517, page 762, Register's Office for Davidson County, Tennessee.
i. Easement for Sanitary Sewers and/or storm drainage of record in Book 11030, page 740 and Book 11030, page 785, Register's Office for Davidson County, Tennessee.

This is (X) improved property known as 1764 Aaronwood Drive, Old Hickory, Tennessee 37138.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said GRANTEE(S), their heirs and assigns forever; and the GRANTOR(S), do covenant with the said GRANTEE(S) that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and that the same is unencumbered, unless otherwise herein set out; and they do further covenant and bind themselves, their heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEE(S), their heirs and assigns, against the lawful claims of all persons whomsoever.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this 10th day of February, 2005:

James J. Brownsey

Carol Brownsey

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the authorized undersigned, a Notary Public in and for said County and State, the within named JAMES J. BROWNSEY AND WIFE, CAROL BROWNSEY, the bargainor(s), with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained. Witness my hand and official seal at Franklin, Tennessee, this 10th day of February, 2005.

Notary Public

LAURIE M. HART
STATE OF TENNESSEE
NOTARY PUBLIC
WILLIAMSON COUNTY

My Commission Expires: 12-13-2008