Davidson County DEEDWARR
Recvd: 02/24/05 14:29 2 pgs
Fees:13.00 Taxes:386.65

20050224-0020663

This Instrument Prepared By:
Heritage Title & Escrow Co., Inc.
123 Fifth Ave. North
Franklin, TN 37064

Map & Parcel: 12-0-A-22CB

Send Tax Statements To:
Randall Durham
116 Wilson Pike Cir.
Brentwood, TN 37027

Name/Address New Owner:
Randall Durham
116 Wilson Pike Cir.
Brentwood, TN 37027

Name of Mortgagee:
Union Planters Bank
601 S. Court
Montgomery, AL 36104

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of ten dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, **CAPSTONE HOMES, LLC, a Tennessee Limited Liability**, has bargained and sold and by these presents do transfer and convey unto **RANDALL DURHAM**, married his heirs and assigns forever, the following described property, to wit:

Land in Davidson County being described as follows to-wit:

A certain Condominium Unit in Davidson County, Tennesse, described as follows: Unit No. B-1 in a Horizontal Property Regime as shown on the condominium site plan of Hickory Plaza Office Townhouses, as recorded in Plat Book 6250, page 248, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Capstone Homes, LLC a Tennessee Limited Liability Company by warranty deed of record in Instrument No. 20030908-0131029, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said tract of land, together with all improvements thereon and all appurtenances thereunto belonging unto the said Grantee, his heirs and assigns forever.

AND GRANTOR DOES COVENANT with the said Grantee, his heirs and assigns, that Grantor is lawfully seized and possessed of said property, that GRANTOR has a good and lawful right to sell and convey same, and that it is free from any lien or encumbrance whatsoever with the following exceptions:

1. **2005 Davidson County property taxes are a lien but not yet due and payable. Said taxes have been prorated as of the date of this instrument with Grantee assuming responsibility for payment of same.**

2. **All matters as shown on the plan of record in Plat Book 6250, page 248, Register's Office for Davidson County, Tennessee.**

AND GRANTOR DOES FURTHER COVENANT and bind itself, its successors and assigns, to warrant and defend the title thereto against the lawful claims and demands of all persons whomsoever.

IN TESTIMONY WHEREOF, Grantor has hereunto set its signature, this the 17th day of February, 2005.

CAPSTONE HOMES, LLC,
a Tennessee Limited Liability

By: _____
LEONARD C. DEAKINS, MEMBER

STATE OF TENNESSEE
COUNTY OF Williamson

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared **LEONARD C. DEAKINS**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who aknowledged himself to be the Member of **CAPSTONE HOMES, LLC**, the within named bargainor, a Tennessee Limited Liability Company, and that he as such Member, respectively, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself as Member, respectively.

WITNESS my hand and seal, at office, on this 17th day of February, 2005.

My Commission Expires:
12-28-08

_____
Notary Public

DONNA L. SAVAGE
NOTARY PUBLIC AT LARGE
WILLIAMSON COUNTY, TN

STATE OF TENNESSEE
COUNTY OF Williamson

I certify that the actual consideration or value, whichever is greater, for this transfer is the sum of **$104,500.00.**

_____
Affiant

Sworn to and subscribed before me on this 17th day of February, 2005.

My Commission Expires:
6-22-08

_____
Notary Public

★ KIMBERLY R. HARGROVE ★
NOTARY PUBLIC AT LARGE
RUTHERFORD CO., TN