Davidson County DEEDWARR
Recvd: 03/08/05 14:54 3 pgs
Fees:18.00 Taxes:518.00
20050308-0025715

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

File No.: **2120-732137**

**SIDWELL & BARRETT, P.C.**
121 1st Avenue South, Suite 200
Franklin TN 37064

# WARRANTY DEED

**THIS INDENTURE,** made and entered into this **Fourth day of March, 2005**, by and between **Jeffrey T. Swords and wife Leigh Ann R. Swords**, parties of the first part, and **Wendy R. Stallings and Emmett J. Stallings, IV, wife and husband**, 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 **Antioch**, County of **Davidson**, State of **Tennessee**, to wit:

**LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 74 ON THE PLAN OF SECTION TWO-B HUNTERS BRANCH, A PLANNED UNIT DEVELOPMENT OF RECORD IN PLAT BOOK 6900, PAGE 336 & 337, REGISTER'S OFFICE FOR SAID COUNTY, TO WHICH REFERENCE IS MADE FOR A MORE COMPLETE DESCRIPTION.**

**Being the same property conveyed to Jeffrey T. Swords and wife Leigh Ann R. Swords from Kevin W. Evans and wife Arlene M. Evans, by virtue of Warranty Deed as recorded on May 21, 1998 in Book 10942, Page 322 in the Register's Office for Davidson County, Tennessee.**

This conveyance is made subject to:
**(1) Taxes which have been prorated and 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 # **172-8A 74.00 CO**
**X** Improved OR
Unimproved property located at: **5916 Retriever Ct., Antioch, Tennessee 37013**

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.

Jeffrey T. Swords

Leigh Ann R. Swords

STATE OF **TENNESSEE**

COUNTY OF **WILLIAMSON**

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared **Jeffrey T. Swords and wife Leigh Ann R. Swords** 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 **their** free Act and Deed.

Witness my hand and Notarial Seal this **Fourth day of March, 2005.**

Notary Public

My Commission Expires: 1-20-09

Lauren M. Rickels
State of Tennessee Notary Public
Williamson County

**********

Owner's Name: **Wendy R. Stallings and Emmett J. Stallings, IV**

and Address: **5916 Retriever Ct.**
**Antioch, TN 37013**

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

Owner

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 **$140,000.00** which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

Kristina Martinez
Affiant

Subscribed and sworn to before me this **Fourth day of March, 2005.**

H. Anthony Duncan
Notary Public

My Commission Expires: 1/4/06

H. ANTHONY DUNCAN
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY