Box 17

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

Davidson County DEEDWARR
Recvd: 05/06/05 11:52 3 pgs
Fees:18.00 Taxes:629.00
20050506-0051328

File No.: **2120-806488**

WARRANTY DEED

THIS INDENTURE, made and entered into this MAY 3, 2005, by and between **James B. Norment, III, unmarried**, parties of the first part, and DEAN E. BYARD, 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. 17 ON THE PLAN OF PHASE ONE, SECTION TWO, OCTOBER WOODS, OF RECORD IN BOOK 7900, PAGE 909, AND AMENDED IN BOOK 9700, PAGE 54 & 55, SAID REGISTER'S OFFICE, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO JAMES B. NORMENT, III BY WARRANTY DEED FROM DANIEL D. ZIMMERLE AND WIFE, LORI ZIMMERLE, RECORDED THE 18TH DAY OF NOVEMBER, 2002 IN INSTRUMENT O. 20021118-0142726, IN THE REGISTER'S OFFICE OF 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 # **183-5A-17co**
X Improved OR
Unimproved property located at: **3505 Pinwheel Dr., 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.

James B. Norment III

James B. Norment III

STATE OF **TN**

COUNTY OF **WILLIAMSON**

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared **James B. Norment, III** 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 **his** free Act and Deed.

Witness my hand and Notarial Seal this April 26 2005.

Betsy Y. Manus

Notary Public

My Commission Expires: February 28, 2006

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Owner's Name: DEAN ~~DEAN~~ E. BYARD

and Address: **3505 Pinwheel Dr.**
Antioch, TN 37013

Mail tax bills to, (Person or Agency responsible for payment of taxes)
Dean E. Byard
3505 Pinwheel Drive
Antioch, TN 37013

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 $ 170,000 which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

James B. Norment III
Affiant

Subscribed and sworn to before me this April 26, 2005.

Betsy H. Mayhew
Notary Public



My Commission Expires: February 28, 2004