#9778 Box 13

THIS INSTRUMENT PREPARED BY:
CHERNAU, CHAFFIN & BURNSED, PLLC
424 Church Street, Suite 1750
Nashville, TN 37219
(615) 244-5480

Davidson County DEEDWARR
Recvd: 06/15/05 14:29 2 pgs
Fees:13.00 Taxes:416.25
20050615-0068579

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Tax Map: 133-3/102

The actual consideration or value, whichever is greater, for this transfer is $112,500.00

Heidi Jo Clayton
Affiant

Subscribed and sworn to before me this the 27 day of May, 2005.

NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires: 3/28/06

Notary Public

My Commission Expires MAY 28, 2008

ADDRESS NEW OWNER(S) AS FOLLOWS:

Juan ~~Due~~ Aguilar - unmarried
(Name)
3303 Mimosa Drive
(Street Address)
Nashville, TN 37211

SEND TAX BILLS TO:

Volunteer Trust Mortgage Corporation
(Name)
301 S Perimeter Park Dr Ste 125
(Street Address)
Nashville TN, 37211

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named "Grantee," and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, **Vernie Austin Due, II, unmarried,** hereinafter called the "Grantor," has bargained and sold, and by these presents does transfer and convey unto **Juan ~~Due~~ Aguilar, unmarried,** hereinafter called the "Grantee," a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 16 on the Plan of Glencoe Acres, Section 1, of record in Book 1835, pages 136, 137 and 138, Register's Office for Davidson County, Tennessee, more particularly described as follows:

Lot No. 16 fronts 108 feet on the westerly side of Mimosa Drive and extends back between lines 156.7 feet on the northerly side and 167.7 feet on the southerly side to a dead line in the rear on which it measures 108.8 feet.

Being the same property conveyed to Vernie Austin Due, II, unmarried man by Deed recorded on May 31, 2001 and recorded in Instrument No. 20010531-0056167, Register's Office for Davidson County, Tennessee.

BEING improved property known as: 3303 Mimosa Drive, Nashville, TN 37211.

THIS conveyance is subject to any and all zoning regulations, building restrictions and setback lines, if any, and easements and rights for public utilities applicable to this property; and taxes for the current year which have prorated between Grantor and Grantee and assumed by the Grantee herein.

TO HAVE AND TO HOLD the said tract or parcel of land, together with the appurtenances, estate, title and interest thereto belonging to the said "Grantee," his successors and/or assigns forever; and "Grantor" does covenant with the said "Grantee" that he is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered unless otherwise herein set out; and "Grantor" does further covenant and bind himself, his heirs and/or assigns to warrant and forever defend the title to the said land to the said "Grantee," his successors and/or assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the "Grantor" has caused his name to be affixed hereto on this 27 day of May, 2005.

Vernie Austin Due II by Michael B. McKee, his Attorney-In-Fact

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a notary public in and for said County and State, personally appeared Michael B. McKee, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged to be the Attorney-In-Fact for Vernie Austin Due, II and that he as such Attorney-In-Fact being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name Vernie Austin Due, II, the barganior, by the said Michael B. McKee, as Attorney-In-Fact.

Witness my hand and official seal in Nashville, Tennessee, this 27 day of May, 2005.

Notary Public

AMY BRYSON SMITH NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY, TN

My Commission Expires: 3/21/09

Y:\jking\Real Estate\3813-Donel Warranty Deed.doc