This Instrument Prepared By:
John T. Gwin, Attorney at Law
2800 North Mt. Juliet Road
Mt. Juliet, Tennessee 37122-3008

Davidson County DEEDWARR
Recvd: 05/20/05 08:16 3 pgs
Fees:18.00 Taxes:1168.83
20050620-0069881

ADDRESS NEW OWNER:
Glen A. Bubel
904 Tabitha Lane
Old Hickory, Tennessee 37137

SEND TAX BILL TO:
Owner

MORTGAGEE:
Countrywide Home Loans, Inc.
2021 N. Gallatin Road, Suite 292
Madison, Tennessee 37115

MAP **64-1**
GROUP
PARCEL **77.00**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Danny L. Wilburn, Jr. and wife, Kathryn Michelle Wilburn** hereinafter called the Grantors, have bargained and sold, and by these presents, do transfer and convey unto **Glen A. Bubel and wife, Debra C. Bubel**, hereinafter called the Grantees, their heirs and assigns, that certain tract or parcel of land located in Davidson County, State of Tennessee, described as follows, to-wit:

> Land In Davidson County, Tennessee, being lot 156, Minor Revision of Lots 156 and 157, Phase One, Cleveland Hall, of record in Instrument No. 200010260106276, Register's office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description thereof.
>
> Being the same property conveyed to Danny L. Wilburn, Jr. and wife, Kathryn Michelle Wilburn by deed from Cleveland Hall, LLC dated August 6, 2003, and filed for record in Instrument No. 20030812-0115229, Register's Office for Davidson County, Tennessee.
>
> This is improved property known as 904 Tabitha Lane, Old Hickory, Tennessee 37137.

Taxes for the current year have been settled between the parties. This conveyance is made subject all planning, zoning, and health department rules and regulations which may affect the premises. This conveyance is also made subject to the following matters:

1. Subject to Real Property Taxes for 2005, a lien not yet due and payable. Map 64-01-0, Parcel 77.00. If improvements are completed after January 1 of any year, the law requires supplemental assessment for the year in which the improvements are completed, as defined by Statute. Any applicable 2005 ad valorem real property taxes assessed by the Taxing Authority constitute a lien, due and payable.

2. Subject to restrictive covenants contained in an instrument of record in Book 11725, page 76, and Instrument No. 200503070024504, said Register's Office, and to which instrument reference is here made for the complete and exact terms of said restrictive covenants.

3. Subject to an easement for utilities, in favor of Cumberland Utility District, set forth in an instrument of record in Book 7994, page 173, said Register's Office, to which instrument reference is here made for the exact terms and details thereof.

4. Subject to an easement for utilities, in favor of Bell South Telephone, set forth in an instrument of record in Book 11720, page 325, said Register's Office, to which instrument reference is here made for the exact terms and details thereof.

5. Subject to easements for water/wastewater, in favor of Metropolitan Government of Nashville/Davidson County, set forth in an instrument of record in Book 8068, page 524 and Book 8006, page 677, said Register's Office, to which instrument reference is here made for the exact terms and details thereof.

6. Subject to all applicable zoning and planning restrictions, and all health department rules and regulations that may affect the premises.

7. Subject to all of those facts, conditions and limitations shown on the Plat of record in Instrument No, 20001026-0106276, Register's Office for Davidson County, Tennessee, including but not by way of limitation an Owner's Certificate; all setback lines and easements as depicted on said plat and health department rules and regulations. Reference is here made to said Plat for a more complete depiction of the terms and details thereupon.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs and assigns, forever; and,

Grantors do covenant with the said Grantees that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and warrant that the same is unencumbered unless otherwise herein set out; and,

Grantors do further covenant and bind themselves, their heirs and representatives, to warrant and forever defend the title to the said land to the said Grantees, their heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS our hand this the 15th day of June, 2005.

Danny L. Wilburn, Jr.

Kathryn Michelle Wilburn

STATE OF TENNESSEE)
COUNTY OF WILSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, **Danny L. Wilburn, Jr. and wife, Kathryn Michelle Wilburn**, the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within Warranty Deed for the purposes therein contained.

WITNESS my hand and official seal at office this 15th day of June, 2005.

Patricia M. Gwin
NOTARY PUBLIC

My Commission Expires: 11/23/2008

PATRICIA M. GWIN STATE OF TENNESSEE NOTARY PUBLIC WILSON COUNTY

STATE OF TENNESSEE)
COUNTY OF WILSON)

The actual value or consideration, whichever is greater, for this transfer is $315,000.00

AFFIANT

Subscribed and sworn to before me on this 15th day of June, 2005.

Patricia M. Gwin
NOTARY PUBLIC
My Commission Expires: 11/23/2008

PATRICIA M. GWIN STATE OF TENNESSEE NOTARY PUBLIC WILSON COUNTY