**THIS INSTRUMENT PREPARED BY:**
Forsythe Title and Escrow Services
2525 West End Avenue, Suite 350
Nashville, TN 37203

Our File Number: 21464R

Davidson County DEEDWARR
Recvd: 07/28/05 10:14 2 pgs
Fees:13.00 Taxes:81.43
20050728-0088165

**MAP/GROUP/PARCEL:**
133-15-A/8.6

**NEW OWNER'S NAME AND ADDRESS:**
James S. Sweeney Sr.
102 Lands End
Hendersonville TN 37075

**SEND TAX BILLS TO:**
New Owner

# WARRANTY DEED

FOR GOOD CONSIDERATION, the receipt of which is hereby acknowledged, **Doge Properties, LLC,** a corporation existing under the laws of the State of Tennessee, hereinafter called Grantor, does hereby transfer and convey unto **James S. Sweeney, Sr.,** an unmarried man, his heirs and assigns, hereinafter called Grantee, property described as follows:

LAND in Davidson County, Tennessee, being UNIT No. N-8, on the plan of Pagoda Condominiums, according to the Master Deed of record in Book 6111, page 22, in the Register's Office of Davidson County, Tennessee, together with the undivided percentage interest in the common Elements appurtenant to said Unit as set forth in Exhibit A-1 of said Master Deed. Reference is hereby made to the Plat of Pagoda Condominium set forth in Exhibit A-2 of said Master Deed for a more complete identification and description of such Unit.

Being part of the same property conveyed to Doge Properties, LLC, in Instrument No. 20030107-0002491, Register's Office for Davidson County, Tennessee.

The subject property is commonly known as 320 Welch Road, Unit N-8, Nashville, TN 37211.

TO HAVE AND TO HOLD the said tract or parcel of land, with appurtenances, estate, title, and interest thereto belonging to said grantee. Grantor covenants with Grantee that it is lawfully seized and possessed of said land in fee simple, possessing a good right to convey it, and that the said land is unencumbered, except for current taxes, and restrictions and easements of record.

GRANTOR further covenants and binds itself, its heirs, successors, and representatives to warrant and defend the title to the said land to Grantee, his heirs, successors, and assigns against the lawful claims of all persons whatsoever.

As part of the purchase price of the above described property, the grantees hereby expressly assume and agree to pay an existing mortgage evidenced by a Deed of Trust of Record in Instrument No. 20030107-0002492, Register's Office for Davidson County, Tennessee, in the original amount of $69,120.00.00, the same being payable to James S. Sweeney Sr.

John Marshall

James S. Sweeney Sr.

**STATE OF TENNESSEE**
**COUNTY OF SUMNER**

PERSONALLY appeared before me, the undersigned authority, John Marshall, as the Secretary of Doge Properties and James S. Sweeney Sr., with whom I am personally acquainted, and that John Marshall as such Secretary and James S. Sweeney Sr. made oath that they executed the foregoing instrument as a free act and deed and for the purposes therein contained.

DONE at offices in Hendersonville, Tennessee on this the 25 day of July, 2005.

NOTARY PUBLIC

KATE ROSENTHAL NOTARY PUBLIC AT LARGE SUMNER COUNTY, TENNESSEE MY COMMISSION EXPIRES NOV. 14, 2006

**STATE OF TENNESSEE**
**COUNTY OF SUMNER**

The actual consideration or value whichever is greater for this transfer is $22,007.67.

AFFIANT

Sworn to and subscribed before me, this the 25 day of July, 2005.

NOTARY PUBLIC

KATE ROSENTHAL NOTARY PUBLIC AT LARGE SUMNER COUNTY, TENNESSEE MY COMMISSION EXPIRES NOV. 14, 2006