PLEASE RECORD AND RETURN TO:
THIS INSTRUMENT PREPARED BY:
FORSYTHE [illegible] ESCROW
525 WEST [illegible] AVE, SUITE 350
NASHVILLE, TN 37203

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

Davidson County DEEDWARR
Recvd: 10/19/05 14:28 3 pgs
Fees:18.00 Taxes:551.30
20051019-0126223

ADDRESS NEW OWNER:
E. Michael Galaway
3544 Glenfalls Drive
Hermitage, Tennessee 37076

SEND TAX BILL TO:
Owner

MORTGAGEE:
New Owner

MAP **087-01-0A**
GROUP
PARCEL **125.00CO**

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, **Jerry R. Kornegay, Jr. and wife, Angela Poston Kornegay** hereinafter called the Grantors, have bargained and sold, and by these presents, do transfer and convey unto **E. Michael Galaway and wife, Patrice J. Galaway**, 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 No. 52 on the plan of Section Four, Chesney Glen of record in Book 9700, page 844, Register's Office for said County, to which plan reference is hereby made for a more complete and accurate description.

Being the same property conveyed to Jerry R. Kornegay, Jr. and wife, Angela Poston Kornegay by deed from Beazer Homes Corp., d/b/a Phillips Builders, a Tennessee Corporation dated December 30, 1999, of record in Instrument No. 200001030000428, Register's Office for Davidson County, Tennessee.

This is improved property known as 3544 Glenfalls Drive, Hermitage, Tennessee 37076.

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 now due and payable. Map 087-01-0, Parcel 125.00CO. 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 10278, page 279; Book 10449, page 215; Book 10469, page 924; Book 10528, page 73; Book 10640, page 944 and Book 11317, page 674 said Register's Office, and to which instrument reference is here made for the complete and exact terms, details and requirements thereof.

3. Subject to a Charter for the Homeowners Association filed for record in Book 10290, page 256, said Register's Office.

4. Subject to deed for the common area of record in Book 10290, page 256, said Register's Office.

5 Subject to an easement for drainage as set forth in an instrument of record in Deed Book 11064, page 911, said Register's Office, to which instrument reference is here made for the exact terms and details thereof.

6. Subject to all of those facts, conditions and limitations shown on the Plat of record in Plat Book 9700, page 844, 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 complete depiction of all matters 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 7th day of October, 2005.

Jerry R. Kornegay, Jr.

Angela Poston Kornegay

STATE OF TENNESSEE)
COUNTY OF WILSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, **Jerry R. Kornegay, Jr. and wife, Angela Poston Kornegay**, 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 7th day of October, 2005.

Patricia M. Gwin
NOTARY PUBLIC

PATRICIA M. GWIN STATE OF TENNESSEE NOTARY PUBLIC WILSON COUNTY

My Commission Expires: 11/23/2008

STATE OF TENNESSEE)
COUNTY OF WILSON)

The actual value or consideration, whichever is greater, for this transfer is $149,000.00.

AFFIANT

Subscribed and sworn to before me on this 7th day of October, 2005.

Rachel Neal
NOTARY PUBLIC
My Commission Expires:

RACHEL NEAL STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires JULY 25, 2009