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

ADDRESS NEW OWNER:
Chongsuk Kim Marck
901 Tabitha Lane
Old Hickory, Tennessee 37138

SEND TAX BILL TO:
Owner

MORTGAGEE:
Bank of the South
551 N. Mt. Juliet Road
Mt. Juliet, Tennessee 37122

Davidson County DEEDWARR
Recvd: 11/17/05 14:32 3 pgs
Fees:18.00 Taxes:1331.63
20051117-0139257

MAP 064-01-0
GROUP
PARCEL 75.00

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Danny L. Wilburn and James D. Johnson** hereinafter called the Grantors, have bargained and sold, and by these presents, do transfer and convey unto **Chongsuk Kim Marck, unmarried**, hereinafter called the Grantee, her heirs and assigns, that certain tract or parcel of land located in Davidson County, State of Tennessee, described as follows, to-wit:

Being Lot No. 154, Cleveland Hall, Phase One, as shown by plat of record in Plat Book 11700, page 51 and corrected by Surveyors Certificate of Correction in Instrument 199912090301348, of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more complete and accurate description of said lot.

Being the same property conveyed to Danny L. Wilburn and James D. Johnson by deed from Mary Jo Martin and husband, Paul Martin dated , of record in Instrument no., Register's Office for Davidson County, Tennessee.

This is improved property known as 901 Tabitha Lane, Old Hickory, Tennessee 37138.

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 064-01-0, Parcel 75.00. 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 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 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.

4. Subject to a Charter as set forth in an instrument of record in Book 11725, page 70, said Register's Office, to which instrument reference is here made for the exact terms and details thereof.

5. Subject to all of those facts, conditions and limitations shown on the Plat of record in Plat Book 11700, page 51 and corrected by a Surveyors Certificate of Correction in Instrument No. 199912090301348, 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 Grantee, her heirs and assigns, forever; and,

Grantors do covenant with the said Grantee 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 Grantee, her heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS our hand this the 10th day of November, 2005.

Danny L. Wilburn

James D. Johnson

STATE OF TENNESSEE)
COUNTY OF WILSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, **Danny L. Wilburn and James D. Johnson**, 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 10th day of November, 2005.

Patricia M. Gwin
NOTARY PUBLIC

My Commission Expires: 11/23/2008

STATE OF TENNESSEE)
COUNTY OF WILSON)

The actual value or consideration, whichever is greater, for this transfer is $359,900.00.

AFFIANT

Subscribed and sworn to before me on this 10th day of November, 2005.

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