THIS INSTRUMENT PREPARED BY:
RONALD B. BUCHANAN, Attorney at Law
103 Hazel Path Court
Hendersonville TN 37075
(615) 822-5700

Davidson County DEEDWARR
Recvd: 11/28/05 08:27 2 pg
Fees:13.00 Taxes:192.40
20051128-0142320

WARRANTY DEED

New Owner:
Carter A. Howard and wife,
Pamela C. Howard
607 West Due West Avenue
Madison, TN 37115

Send Tax Bills To:
Same

Map & Parcel:
05908001400
05908003700

FOR AND IN CONSIDERATION of the sum of *Ten Dollars ($10.00),* cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, **JEFFREY B. PAYNE and wife, DIANNE PAYNE**, hereinafter referred to jointly as "*Grantor*", has this day bargained and sold, and does hereby transfer and convey unto the said **CARTER A. HOWARD and wife, PAMELA C. HOWARD**, hereinafter jointly referred to as "*Grantee*", their heirs, successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

Lots 129A and 129B, Trinity Hills Village, Section Four, Third Addition of the Zone Lot Division of Lot No.129, Section Four, Third Addition of record in Plan Book 6250, Page 289, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to Jeffrey B. Payne and wife, Dianne Payne by deeds from CDT Properties, LTD. recorded in Book 6493, Page 143, and Book 6493, Page 134, Register's Office for Davidson County, Tennessee.

This property is located at 2700 and 2702 Vista Drive, Nashville, Davidson County, Tennessee.

This property is not the principal place of residence of the Grantor or Grantor's family.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest belonging to the said CARTER A. HOWARD and wife, PAMELA C. HOWARD, their successors and assigns forever. The undersigned covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as set forth herein. The undersigned further covenants and binds itself, its successors and representatives, to warrant and forever defend the title to said real estate to the said Grantee, her successors and assigns, against the lawful claims of all persons except for easements and setback lines appearing of record and applicable zoning restrictions.

WITNESS OUR HANDS this 16 day of Nov., 2005.

JEFFREY B. PAYNE

DIANNE PAYNE

STATE OF TENNESSEE
COUNTY OF SUMNER

The actual consideration for this transfer or the valuation of the property transferred, whichever is greater, is $52,000.00.

Sworn to and subscribed before me on this the 16 day of Nov., 2005.

NOTARY PUBLIC

My Comm. Expires: 08/08/06

STATE OF TENNESSEE
COUNTY OF Robertson

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared JEFFREY B. PAYNE and wife, DIANNE PAYNE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon his oath, acknowledged himself to be the within named bargainor, and that he executed the foregoing instrument for the purposes therein contained by signing his/her name thereto.

Witness my Hand and Notarial Seal at office in Springfield, Tennessee, on this the 16 day of November, 2005.

NOTARY PUBLIC

My Comm. Expires: 2/18/07

realprop\howard.payne.deed