03

Realty Title
Box 48-A

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

ADDRESS NEW OWNER:
Robert S. Durham
705 Cleves Street
Old Hickory, Tennessee 37138

SEND TAX BILL TO:
Mortgagee

MORTGAGEE:
COUNTRYWIDE HOME LOANS, INC
P.O. BOX 660694
DALLAS, TX 75266-0694

MAP **44-15-0**
GROUP
PARCEL **58.00**

Davidson County DEEDWARR
Recvd: 11/13/06 16:20 3 pgs
Fees:18.00 Taxes:451.40
20061113-0140832

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, **William D. Stalker** hereinafter called the Grantor, has bargained and sold, and by these presents, transfer and convey unto **Robert S. Durham and Marcus J. Banning and wife, Shirley A. Banning**, 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. 41 of Section "A" Village of Old Hickory ~~on the Plan of~~ E. I. dePont de Nemours and Company's Subdivision, as of record in Book 1424, page 68, Register's Office for said County.
* ERRONEOUSLY REFERENCED ~~AS~~ IN PRIOR DEED AS

Said Lot No. 41 fronts 65 feet on the easterly side of Cleves Street and runs back between parallel line, 85 feet to the westerly line of Lot No. 35, measuring 55 feet thereon.

Being the same property conveyed to William D. Stalker by deed from Keith Overstreet and wife, Karen Overstreet dated March 30, 2006 of record in Instrument No. 20060404-0038159, Register's Office for Davidson County, Tennessee.

This property was never the principal residence of the Seller.

This is improved property known as 705 Cleves Street, 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 2006, a lien now due and payable. Map 44-15-0, Parcel 58.00 . 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 2006 ad valorem real property taxes assessed by the Taxing Authority constitute a lien, due and payable.

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

3. Subject to easements as set forth in an instrument of record in Book 626, page 556, Book 575, page 664, Book 662, page 743, Book 735, page,417, Book 142, page 68, said Register's Office, to which instruments reference is here made for the exact terms and details thereof.

4. Subject to all of those facts, conditions and limitations shown on the Plat of record in Plat Book 1424, page 68, Register's Office for Davidson County, Tennessee. 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,

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

Grantor further covenant and binds himself, his 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 my hand this the 31st day of October, 2006.

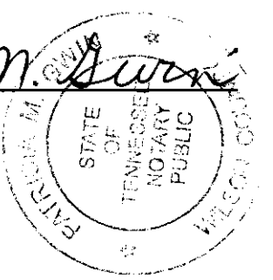
William D. Stalker

STATE OF TENNESSEE)
COUNTY OF WILSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, **William D. Stalker**, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within Warranty Deed for the purposes therein contained.

WITNESS my hand and official seal at office this the 31st October, 2006.

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 ~~$122,000~~.00.

AFFIANT

Subscribed and sworn to before me on this the 31st day of October, 2006.

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

