PREPARED BY
STACY S. NEISLER
ATTORNEY AT LAW
COLUMBIA, TENN

Davidson County DEEDWARR
Recvd: 11/27/06 13:00 2 pgs
Fees:13.00 Taxes:1017.13



20061127-0145941

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, this indenture entered into between Nicholas Scott Witherow and WIFE, Shana Alivia Brogden Witherow, f/k/a , Shana Alivia Brogden, FIRST PARTY, which expression shall include heirs, assigns and personal representatives, and Jon M. Armstrong and wife, Melanie D. Armstrong, as tenants by the entirety, SECOND PARTY, which expression shall include heirs, assigns and personal representatives.

W I T N E S S E T H:

For the consideration of the sum of TEN DOLLARS ($10.00), and other good and valuable considerations, the receipt of all of which is hereby acknowledged, FIRST PARTY conveys unto SECOND PARTY the following described property:

> LAND in Davidson County, Tennessee, being the westerly one-half of Lot No. 26, on the Plan of Sunset Park Subdivision, as shown on plat of record in Plat Book 332, page 132 (this page was incorrectly referred to as 393 in previous instrument of record), in the Register's Office for Davidson County, Tennessee.
>
> Said part of said Lot No. 26 fronts 50 feet on the southerly side of Turner Avenue, formerly "B" Street, and runs back between parallel lines 160.5 feet to a dead line.
>
> Being the same property conveyed to Nicholas Scott Witherow and Shana Alivia Brogden, as tenants in common with right of survivorship in Instrument No. 2004060-0067928, recorded 06/08/2004, Register's Office for Davidson County, Tennessee.
>
> Map & Parcel: 104-15-0-116.00

TO HAVE AND TO HOLD said real estate unto SECOND PARTY together with all rights, titles, easements and appurtenances hereunto belonging, forever.

FIRST PARTY COVENANTS with SECOND PARTY that they are lawfully seized and possessed of said real estate and that FIRST PARTY has a good and lawful right to convey the same, and that it is unencumbered except as follows: current year's property taxes which will be prorated as of the date of this deed; and any applicable utility and drainage easements, building setback lines and other matters as shown on recorded plat.

FIRST PARTY FURTHER COVENANTS to forever warrant and defend the title to said real estate unto SECOND PARTY against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, this conveyance has been executed on the 21st day of November, 2006.

Nicholas Scott Witherow

Shana Alivia Brogden Witherow, f/k/a
Shana Alivia Brogden

STATE OF TENNESSEE

COUNTY OF MAURY

Personally appeared before me, the undersigned, Nicholas Scott Witherow and Shana Alivia Brogden Witherow, f/k/a Shana Aliva Brogden, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21st day of November, 2006.

My commission expires:
1/23/07

Notary Public

DEBORAH K. ELLIOTT NOTARY PUBLIC AT LARGE MAURY COUNTY, TENN.
My Commission Expires January 23, 2007

STATE OF TENNESSEE
COUNTY OF MAURY

I hereby affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $274,900.00.

Affiant

Subscribed and sworn to before me, this 21st day of November, 2006.

My commission expires:
1/23/07

Notary Public

DEBORAH K. ELLIOTT NOTARY PUBLIC AT LARGE MAURY COUNTY, TENN.
My Commission Expires January 23, 2007

NEW PROPERTY OWNERS:

Jon M. Armstrong and Melanie D.Armstrong
2509 Sunset Place
Nashville, TN 37212

PERSON(S) RESPONSIBLE FOR TAXES:

Countrywide Home Loans
1520 Memorial Blvd., Ste. 104
Murfreesboro, TN 37130

\\Server\csf\Real Estate\Deeds\Witherow & Brogden to Armstrong 11-17-06.doc

MAP and PARCEL
104-15-0-116.00