WARRANTY DEED

Davidson County DEEDWARR
Recvd: 05/02/08 11:01 2 pg
Fees:13.00 Taxes:440.30
20080502-0045062

JERRY A. LAMBERT ★ STATE OF TENNESSEE NOTARY PUBLIC ★ COUNTY OF WILLIAMSON

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $119,000.00.

Beverly Ann Ferby
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 4TH DAY OF APRIL, 2008.

Jerry A. Lambert
Notary Public

MY COMMISSION EXPIRES: 05/13/2010
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Rodney M. Scott, Attorney, 12 Public Square, Murfreesboro, TN 37130, from information provided by the parties.

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Beverly Ann Ferby	H & H Financial Group, LLC dba Life Mortgage Group	69-4-0-145.00
(NAME)	(NAME)	
100 Walters Ct.	8922 Ruffian Lane	
(ADDRESS)	(ADDRESS)	
Nashville, TN 37218	Newburgh, IN 47630	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, **JAMES H. COOK and wife, ESSIE COOK**, HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **BEVERLY ANN FERBY and husband, DAVID LEE FERBY**, HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

Land in Davidson County, Tennessee being Lot No. 167, Section 2, Plan of Haynes Park Subdivision, as shown on plat of record in Plat Book 4460, Page 51, in the Register's Office of Davidson, Tennessee, to which plat reference is hereby made for a more particular description of said lot.

This being the same property conveyed to James H. Cook by Special Warranty Deed from Household Financial Center, Inc., dated June 15, 2007, filed of record on July 25, 2007, in Instrument No. 20070725-0088062, in the Register's Office for Davidson County, Tennessee.

This conveyance is made subject to subdivision restrictions, building lines and easements of record in Plat Book 4460, page 51, in the aforesaid Register's Office; and the 2008 County and City (Metro) Taxes, which the party of the second part agrees to assume and pay.

The following reservations from and exception to this conveyance and the warranty of title herein shall apply:

1. All easements, rights-of-way and prescriptive rights whether of record or not, pertaining to any portion(s) of the herein described property (hereinafter, the "Property");

2. All valid oil, gas and mineral rights, interests or leases, royalty reservations, mineral interest and transfers of interest of any character, in the oil, gas or minerals of record in any county in which any portion of the Property is located;

3. All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record in any county in which any portion of the Property is located, pertaining to any portion(s) of the Property, but only to the extent that same are still in effect;

4. All presently recorded instruments (other than liens and conveyances by, through or under the Grantor) that affect the Property and any portion(s) thereof;

5. Ad valorem taxes, fees and assessments, if any, for the current year and all prior and subsequent years, the payment of which Grantees assume (at the time of transfer of title), and all subsequent assessments for this and all prior years due to change(s) in land usage (including, but not limited to, the presence or absence of improvements, if any, on the Property), ownership, or both, the payment of which Grantee assumes; and

6. Any conditions that would be revealed by a physical inspection and survey of the Property.

unimproved ☐

This is improved ☒ property, known as 100 Waters Court, Nashville, TN 37218
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

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 we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless

otherwise herein set out; and we do further covenant and bind ourselves, our 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. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands this 4th day of April, 2008.

James H. Cook

Essie Cook

STATE OF TENNESSEE

COUNTY OF RUTHERFORD

Personally appeared before me, a Notary Public of said County and State, James H. Cook and wife, Essie Cook, the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the foregoing instrument for the purposes therein contained as his/her/their free act and will.

Witness my hand and official seal at Murfreesboro, Tennessee this 4th day of April, 2008.

Commission expires: 05/18/2010

JERRY A. LAMBERT ★ STATE OF TENNESSEE NOTARY PUBLIC ★ COUNTY OF WILLIAMSON

Notary Public