AFTER RECORDING RETURN TO: GRIFFIN, CLIFT, EVERTON & THORNTON PLLC
6489 QUAIL HOLLOW, SUITE 100, MEMPHIS, TN 38120
file #1962794 cjt/pwf

Davidson County DEEDWARR
Recvd: 09/02/08 08:42 2 pgs
Fees:13.00 Taxes:258.63
20080902-0089220

# *SPECIAL* WARRANTY DEED

**THIS INDENTURE**, made and entered into this 26th day of August, 2008 by and between **SunTrust Bank** party of the first part, and **Joseph L. Cundiff** party of the second part.

**WITNESSETH:** That for and in consideration of Ten Dollars ($10.00), cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of Davidson, Tennessee:

Lot 6, Block 17, Dabbs and Elliott Subdivision, as shown on Book 547, Page 127, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

This being the same property conveyed to Grantor herein by Substitute Trustee's Deed of record at Instrument No. 20080610-0059621, in the Register's Office of Davidson County, Tennessee.

**TO HAVE AND TO HOLD** the aforesaid real estate, together with all appurtnances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his heirs, successors and assigns in fee simple forever.

And the said party of the first part does hereby covenant with the said part of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except for subdivision restrictions, building lines and easements and other matters of record, including in Subdivision Restrictions, Building Lines and Easements of record in Book 547, Page 127, in the Register's Office of Davidson County, Tennessee; year 2008 property taxes; and matters that would be revealed by a current survey;

and that the title and quiet possession thereto he will warrant and forever defend against the lawful claims of all persons claiming by, through or under party of the first part, but not further or otherwise.

Seller makes no representations or warranties, of any kind or nature whatsoever, whether expressed, implied, implied by law, or otherwise, concerning the condition of the property.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

**WITNESS** the signature of the said party of the first part the day and year first above written.

**SunTrust Bank**

**By:** _____

**Printed Name:** Wayne Machal

**Title:** Vice President

**STATE OF** Virginia
**~~COUNTY~~ OF** Richmond City

Before me, the undersigned Notary Public of the aforesaid County and State, personally appeared Wayne Machal, (or proved to me on the basis of satisfactory evidence), who acknowledged himself/herself to be the Vice President of **SunTrust Bank,** the within named bargainer, a corporation, and that he/she executed the foregoing instrument for the purposes therein contained as the free act and deed of **SunTrust Bank**

**WITNESS** my hand, at office, this 22nd day of August, 2008.

_____
Notary Public

Commission Expiration: 2/29/2012

TERRI LYNN MILLER
Notary Public
Commonwealth of Virginia
7187151
My Commission Expires Feb 29, 2012

**PREPARED BY:**
GRIFFIN, CLIFT, EVERTON & THORNTON, PLLC
6489 QUAIL HOLLOW SUITE 100
MEMPHIS, TN 38120
1962794

**PROPERTY ADDRESS:**
300 28th Street
Old Hickory, TN 37138

**PARCEL ID NUMBER**: 05308013000

**PROPERTY OWNER AND ADDRESS:**
Joseph L. Cundiff
300 28th Street
Old Hickory, TN 37138

**MAIL TAX BILLS TO:**
Joseph L. Cundiff
108 Hedgelawn Drive
Hendersonville, TN 37075

State of Tennessee
County of Shelby

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is $69,900.00 which amount is equal to or greater than the property transferred would command at a fair and voluntary sale.

Affiant _____

NANCY L QUEEN
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY

Subscribed and sworn before me this 27th day of August, 2008.

_____
Notary Public

Commission expiration: 9/16/09

This deed is prepared with information provided by First American Title Insurance Company
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