THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Heritage Title Services, LLC

8115 Isabella Lane
Suite 5

Brentwood, TN 37027

Davidson County DEEDWARR
Recvd: 09/16/08 12:48 2 pgs
Fees:13.00 Taxes:203.50
20080916-0094697

**Address New Owner(s)**
Steve DeSoto
217 Bateman Avenue
Franklin, Tennessee 37067

**Send Tax Bills To:**
Steve DeSoto
217 Bateman Avenue
Franklin, TN 37067

**Map & Parcel Nos.:**
105 05 0 374.00

# WARRANTY DEED

**THIS INDENTURE**, made and entered into this 5th **day of September, 2008**, by and between **Vivian A. Moore, now known as Vivian A. Scruggs, unmarried,** party of the first part, and **Steve DeSoto**, party of the second part,

**WITNESSETH**: That for and in consideration of **FIFTY FIVE THOUSAND AND 00/100 DOLLARS ($55,000.00)** 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 Nashville, County of Davidson, State of Tennessee:

**Land in Davidson County, Tennessee, being the easterly half of lot No. 1 of Block No. 2, in A. V. Jones' Subdivision of Blocks Nos. 2, 4, etc. of Jones and Dudley's Addition to Nashville, a plan of which is of record in Book 57, Page 147, Register's Office for said County. Said part of Lot No. 1 fronts 40.95 feet on the southerly side of Summit Avenue and runs back between parallel lines 151 feet to an alley.**

**Being the same property conveyed to Vivian Moore from Eli Caruthers and wife, Mamie Caruthers, by deed dated September 3, 1969, of record in Book 4363, Page 305 in the records for Davidson County, TN.**

**TO HAVE AND TO HOLD** The aforesaid real estate, together with all the appurtenances 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 party of the second part that he is lawfully seized in fee of the aforedescribed real estate; that he has a good right to sell and convey the same; that the same is unencumbered,

and that the title and quiet possession thereto he will warrant and forever defend against the lawful claims of all persons.

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.

Vivian A. Moore Scruggs

Vivian A. Moore Scruggs

STATE OF TENNESSEE, COUNTY OF WILLIAMSON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **Vivian A Scruggs** to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this **5th day of September, 2008**.

My commission expires: 6-17-11

Notary Public

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, **$55,000.00**, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me, this **5th day of September, 2008**.

PROPERTY ADDRESS:
**1023 Summit Avenue**
**Nashville, TN 37203**