BILL GARRETT, Davidson County
Trans:T20090082517 DEEDWARR
Recvd: 12/07/09 10:56 2 pgs
Fees:13.00 Taxes:333.00
20091207-0111620

Prepared by:

This instrument prepared by: Fearnley & Califf, PLLC
565 Marriott Drive - Ste 850
Nashville, TN 37214

WARRANTY DEED

THIS INDENTURE made and entered into this 24th day of November, 2009, by and between Genelle Porter, married, party of the first part, and Thomas Derek Brown, unmarried, party of the second part.

WITNESS: That for and in consideration of ten and no/100 Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, said party of the first part has bargained and sold and does hereby bargain, sell, convey, and confirm unto said party of the second part the following described real estate, situated and being in the County of Davidson, State of Tennessee, to wit:

Described property located in Davidson County, Tennessee, to wit:

Lot Number 45, on the Plan of Section 6, Apache Hills, of record in Plat Book 5200, Page 173, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being all [redacted] of the same property conveyed to Genelle Porter, by virtue of that certain Cash Deed dated May 10, 2007, at Instrument No. 20070514-0057451 in the Register's Office of Davidson County, Tennessee. Previously conveyed to Secretary of Housing and Urban Development by virtue of Trustee's Deed at Instrument No. 20050916-0111510, dated May 27, 2005 from Tony D. Mendoza and wife, Melissa Gayle Mendoza by virtue of Warranty Deed at Book 9692, Page 663 dated June 2, 1995, in the Register's Office of Davidson County, Tennessee.
Seller warrants that property has never been used as her primary residence as has been used for investment purposes only.

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

The said party of the first part does hereby covenant with the said party 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 same is unencumbered, except for: year 2010 Davidson County real property taxes, being a lien not yet due and payable. This conveyance is subject to any and all existing restrictions recorded in Book 5449, Page 535 all being of record in said Register's Office, and that title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.

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

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

Genelle Porter by Misun Porter Att'y in Fact. _____
Genelle Porter By Misun Porter, Attorney In Fact

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me a Notary Public in and for said State and County, duly commissioned and qualified, Misun Porter , to me know to be the person who executed the foregoing instrument in behalf of Genelle Porter, and who acknowledged that she executed the same as the free act and deed of Genelle Porter. See POA in Instrument # 20091207011619 R.O.D.C. TN

WITNESS my hand and official seal at office this 24th day of November, 2009.

Memorie White
Notary Public

My Commission Expires: 9-8-13

MEMORIE WHITE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Property Owner & Address: Thomas Derek Brown

104 Eastview Court
Nashville, Tn 37211

Tax Parcel No 148-15-0 239.00

Property Address: 104 Eastview Court
Nashville, TN 37211

MAIL TAX BILLS TO: Access National Mortgage

1800 Robert Fulton Drive, #350
Reston, VA 20191

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I, or we, hereby swear or affirm that to the best of Affiant's knowledge, information and belief the actual consideration for this transfer of value of the property transferred, whichever is greater is $90,000.00 which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

AFFIANT

SUBSCRIBED AND SWORN TO before me this 24th day of November, 2009.

Notary Public

My Commission Expires: 7/10/11

