BOOK 6528 PAGE 517

This instrument prepared by:
Thomas C. Scott
Tune, Entrekin & White
21st Floor, First American Center
Nashville, Tennessee 37238

27987

IDENTIFICATION REFERENCE

AUG 12 3 00 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

STATE OF TENNESSEE )
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $373,935.00.

Thomas C. Scott
Affiant

Subscribed and sworn to before me this 12th day of August, 1985.

Juanita C. Thomason
Notary Public

My commission expires: July 27, 1988

| Address New Owner: | Send Tax Bills To: | Map and Parcel No.: |
|---|---|---|
| Patricia I. Hart, Trustee<br>c/o Mr. John Jerry<br>First Trust Company of St. Paul<br>St. Paul, Minnesota 55101 | Patricia I. Hart, Trustee<br>c/o Mr. John Jerry<br>First Trust Company of St. Paul<br>St. Paul, Minnesota 55101 | Map 130-12<br>Part of Parcel 35 |

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, NORTHUMBERLAND DEVELOPMENT COMPANY (the "Grantor"), has bargained and sold, and by these presents does transfer and convey unto PATRICIA I. HART, TRUSTEE, with full power to sell, transfer, encumber and convey without the jonider of any beneficiary (the "Grantee"), her successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

Being Lot Numbers 36, 37 and 38 on the Plan of Northumberland, of record in Book 6250, Pages 128 and 129, Register's Office for Davidson County, Tennessee, and as amended by Surveyor's Certificate of Correction, of record in Book 6386, Page 194, Register's Office for Davidson County, Tennessee.

Being a portion of the the property conveyed to Northumberland Development Company by deed from Guilford Dudley, Jr., and wife, Jane Anderson Dudley, of record in Book 6302, Page 358.

This conveyance is subject to the following:

1. Taxes for 1985, which have been prorated between the parties and are assumed by the Grantee.

2. Covenants, conditions and restrictions as set forth in the Declaration of Protective Covenants, Conditions and Restrictions of Northumberland, dated September 7, 1984, of record in Book 6377, Page 18, Register's Office for Davidson County, Tennessee, and re-recorded in Book 6545, Page 799, said Register's Office.

3. Easements, setback lines and other matters shown on the recorded Plan of Northumberland, of record in Book 6250, Pages 128 and 129, Register's Office for Davidson County, Tennessee, and as amended by Surveyor's Certificate of Correction, of record in Book 6386, Page 194, Register's Office for Davidson County, Tennessee, affecting Lots 15, 18 and 62. Note: Lots 31, 32, 33, 34, 43, 44, 48, 49 and 50 are encumbered by an easement to Nashville Electric Service, of record in Book 2296, Page 303, Register's Office for

Davidson County, Tennessee, which easement is shown on the recorded plan. Lots 31, 32, 33 and 34 are also encumbered with a ten (10) foot easement for water mains and appurtenances, of record in Book 6434, Page 788, Register's Office for Davidson County, Tennessee, which lies within the Nashville Electric Service Easement. Lots 40, 41, 46, 47 and 51 are encumbered by a perpetual ingress and egress easement over a 50 foot unnamed drive from Harding Place, and a perpetual easement for installation and maintenance of a water pipe or main within said unnamed drive, both granted to Nashville Suburban Utility District in Book 1181, Page 486, Register's Office for Davidson County, Tennessee.

4. Grantor reserves a perpetual easement ten (10) feet in width and parallel to the rear line of the real estate conveyed hereby for the purpose of erecting a boundary fence to enclose Northumberland. Grantor further reserves a reasonable right of access across the real estate conveyed hereby during the period of construction of the fence, provided Grantor restores the real estate to its condition prior to such entry upon the same by Grantor. By acceptance of delivery of this Deed, Grantee agrees that the boundary fence so erected by Grantor shall become part of the common property of Northumberland to be maintained by the Northumberland Homeowners' Association, Inc. (the "Association") and Grantee shall only own a prorata share of the fence together with all other Lot owners of Northumberland. Grantee may not remove or alter the boundary fence in any manner. By acceptance of delivery of this Deed, Grantee further agrees that the Association shall have a perpetual right of reasonable ingress and egress across the real estate conveyed hereby for the purpose of maintaining the fence, provided the Association restores the real estate to its condition prior to any ingress or egress by the Association.

5. All easements and rights reserved by Grantor herein as well as the easements and rights granted to the Association and all agreements concerning the boundary fence shall be binding on all future owners of all or any portion of the real estate conveyed hereby.

This is unimproved property known as Lot Nos. 36, 37 and 38, Northumberland, Nashville, Davidson County, Tennessee.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, her successors and assigns forever.

And the Grantor does covenant with the said Grantee that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except as set forth above.

And the Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said Grantee, her successors and assigns, against the lawful claims of all persons whomsoever.

WITNESS my hand, this the 12th day of August, 1985.

NORTHUMBERLAND DEVELOPMENT COMPANY

By: _____
Robert H. Thym, President

STATE OF TENNESSEE )
COUNTY OF DAVIDSON)

Before me, Juanita V. Thomason, a Notary Public in and for the State and County aforesaid, personally appeared Robert H. Thym, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of NORTHUMBERLAND DEVELOPMENT COMPANY, the within named bargainor, a corporation, and that he as such President executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as President.

WITNESS my hand and seal this the 12th day of August, 1985.

JUANITA V. THOMASON NOTARY PUBLIC LARGE

_____
NOTARY PUBLIC

My commission expires: July 27, 1988.

# OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5628 PAGE 549

RECEIVED OF _____

FOR _____

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

| DATE | SYMBOL | VALUATION | TAX AND FEES | TOTAL PAID |
|---|---|---|---|---|
| | | | 373935.00- CAMT. | |
| | | | 972.14 CSTAX. | |
| | | | .50 PRFEE | |
| | | | 6.00 WDEED | |
| | | | CHECK 978.64- | |
| 6721A08/12/85 | | | BAL .00 | |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

27.9987

IDENTIFICATION REFERENCE

AUG 12 3 00 PM '85

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN

No. 162697