BOOK 7855 PAGE 301

FILE BOX 57

This instrument prepared by
Thomas C. Scott
TUNE, ENTREKIN & WHITE
21st Floor, First American Center
Nashville, Tennessee 37238-0091

37857

JUN 2 11 18 AM '89

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $185,000.00.

Affiant

Subscribed and sworn to before me this 1st day of June, 1989.

Notary Public

My commission expires:

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE THOMAS C. SCOTT

My Commission Expires Nov. 21, 1992

WARRANTY DEED

Address New Owner:	**Send Tax Bills To:**	**Map & Parcel No.**
Paul J. Fenelon and wife, Margaret Hegerty Fenelon **162 Charleston Park** **Nashville, TN 37205**	**NEW OWNER**	**Map 130-12-0-A** **Parcel 40**

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 hereby transfer and convey unto **Paul J. Fenelon and wife, Margaret Hegerty Fenelon** (the "Grantees"), their heirs, successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

BEING Lot No. 40 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 part of the same property conveyed to Northumberland Development Company by deed from Guilford Dudley, Jr., and wife, Jane Anderson Dudley, record in Book 6302, page 358, Register's Office for Davidson County, Tennessee.

This conveyance is subject to the following:

1. Taxes for 1988, 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, which certificate affects Lots 15, 18 and 62. Lot 40 is 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. The boundary fence located in the rear of Lot 40 is part of the common property of Northumberland and the Grantee shall only own a prorata share of the fence together with the other lot owners of Northumberland. The fence is maintained by Northumberland Homeowners' Association which is hereby granted dthe right of reasonable and perpetual ingress and egress upon Lot 40 for the purpose of conducting such maintenance. Provided however, the Association must restore any damaged real estate to its original conditions. The Grantee shall not remove or alter the fence without the written consent of the Association. All of the foregoing shall be binding upon all future owners of Lot 40.

This is unimproved property known as Lot No. 40, 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, their heirs, successors and assigns forever.

And the Grantor does covenant with the Grantee that he 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 himself, his successors and assigns, to warrant and forever defend the title to the said land to the said Grantee, their heirs, successors and assigns, against the lawful claims of all persons whomsoever.

WITNESS our hands this 1st day of June, 1989.

NORTHUMBERLAND DEVELOPMENT COMPANY

By: Robert H. Thym
President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

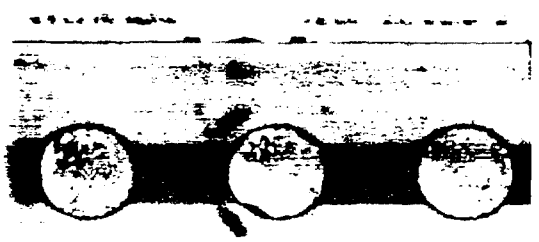
Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Robert H. Thym, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President or other officer authorized to execute this instrument) of the **Northumberland Development Company,** the within named bargainor, 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.

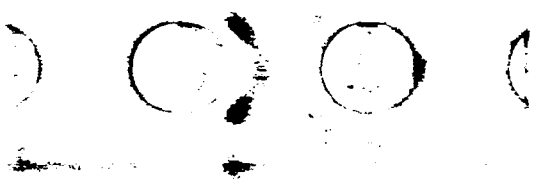
WITNESS my hand and official seal at office on this the 1st day of June, 1989.

Notary Public

My Commission expires:

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE
My Commission Expires Dec. 21, 1992





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 7855 PAGE 304

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

DAFT

185000.00
DDN TX 610.50
PRFEE 0.50
WDEED 9.00
TOTAL 620.00
CASH 620.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

06/02/89 01 11:21 0001 1004



37857

JUN 2 11 18 AM '89

No. 215375