Box 37

THIS INSTRUMENT RERECORDED
TO CORRECT ACKNOWLEDGMENT
BY LAURIE J. LOUTH.

BOOK 7933 PAGE 123

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Michael G. Curran 161 Westfield Drive Nashville, TN 37221	Map 128-13A Parcel 161	Lincoln Service Corp. 1100 Walnut Street P.O. Box 989 Owensboro, KY 42302-0989

This instrument prepared by: Boult, Cummings, Conners & Berry (JVT)
222 Third Avenue, North, P.O. Box 198062, Nashville, TN 37219

WARRANTY DEED

RE-RECORD BOOK 7953 PAGE 121

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, and in consideration of Grantee's assumption of that certain indebtedness due Lincoln Service Corporation, successor in interest to Commerce Union Bank, (the "Lender") in the current principal amount of Forty-Three Thousand Seven Hundred Eighty-One and 44/100 Dollars ($43,781.44), said indebtedness secured by a Deed of Trust from Grantor to J.R. Cannon, Trustee, of record in Book 7044, page 39, Register's Office for Davidson County, Tennessee, and a Certificate of Assumption in favor of the Lender being executed by Grantor and Grantee simultaneously herewith, **SUSAN LYNN MCDOWELL TAYLOR** (the "Grantor") has bargained and sold, and by these presents does transfer and convey unto **MICHAEL G. CURRAN** (the "Grantee"), Grantee's heirs and assigns, a certain tract of land in Davidson County, State of Tennessee, described as follows to-wit (the "Property") :

> Being Unit No. 161 of the Westfield Condominiums (formerly The Hamlet), a horizontal property regime, pursuant to plat of record in Book 6250, page 590, and the first revision thereof in Book 6250, page 748, as further shown and described in an amended document of record in Book 6831, page 982, all in the Register's Office for Davidson County, Tennessee, which plat and record thereof are incorporated herein and made a part hereof by reference.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $46,281.44.

Affiant

Subscribed and sworn to before me this 6th day of September, 1989.

Notary Public
My Commission Expires: 11-12-89

[redacted]

Being the same property conveyed to Susan Lynn McDowell by deed from George Gianikas, Trustee with full power, of record in Book 7044, page 36, Register's Office for Davidson County, Tennessee, the said Susan Lynn McDowell being one and the same individual as Susan Lynn McDowell Taylor.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following:

1. Real property taxes for 1989, which have been prorated between the parties and are assumed by the Grantee.

2. Deed of Trust executed by Susan Lynn McDowell to J.R. Cannon, Trustee, of record in Book 7044, page 39, Register's Office for Davidson County, Tennessee, to secure Commerce Union Bank, a debt in the original principal sum of Forty-Four Thousand Five Hundred and No/100 Dollars ($44,500.00) (the "Deed of Trust"), payable according to the terms and conditions therein. By his acceptance hereof, Grantee agrees, from and after the date hereof, to assume and pay the balance owing on the indebtedness secured by the Deed of Trust and to assume Grantor's obligations thereunder and to perform all of the covenants and agreements contained therein, and in the promissory note secured thereby, and in that certain Certificate of Assumption being executed simultaneously herewith. Further, by his acceptance hereof, Grantee agrees to indemnify and hold Grantor harmless for all costs and expenses, including reasonable attorneys' fees, incurred by Grantor in connection with enforcing the obligations of Grantee assumed in accordance with the terms hereof.

3. Master Deed of record in Book 6678, page 771, and amended in Book 6736, page 110, Book 6801, page 962, Book 6831, page 982, said Register's Office, which sets forth restrictions, assessments, liens and other matters and to which reference is hereby made for more particulars.

4. The Plan of record in Book 6250, page 590, and the first revision thereof in Book 6250, page 748, as further shown and described in an amended document of record in Book 6831, page 982, all in said Register's Office, which shows minimum building setback lines and easements, and to which plan reference is hereby made for a more complete description.

5. Lack of direct access to Interstate 40, a controlled access highway, along the northwesterly boundary of the Property.

6. Easement, Right, Right-of-Way Agreement for sewer line between Annie Frost Horn, a widow, and I.R. Schulman, Trustee, of record in Book 4851, page 918, said Register's Office.

7. Grant of easement for sewer line dated April 26, 1985, between Bellevue Associates and Harpeth Valley Utilities District of Davidson and Williamson Counties, Tennessee, of record in Book 6551, page 981, said Register's Office.

8. Easements, covenants and restrictions as contained in warranty deed between Bellevue Associates, a Tennessee general partnership, and George Gianikas, Trustee, of record in Book 6551, page 988, said Register's Office.

This is improved property known as Unit 161, Westfield Condominiums, 161 Westfield Drive, Nashville, Davidson County, Tennessee 37221.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's heirs and assigns, forever.

Grantor covenants with the Grantee that Grantor is lawfully seized and possessed of the Property in fee simple, that Grantor has a good right to convey the Property, and that the Property is unencumbered except as set forth hereinabove.

Grantor further covenants and binds herself, her heirs and assigns, to warrant and forever defend the title to the Property to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

The spouse of Susan Lynn McDowell Taylor, William Taylor, joins in this conveyance solely for the purpose of conveying to the Grantee, Grantee's heirs and assigns, any and all interest, marital or otherwise, he may have in and to the Property.

IN WITNESS WHEREOF, the undersigned have executed this Warranty Deed this 6th day of September, 1989.

Susan Lynn McDowell Taylor
SUSAN LYNN MCDOWELL TAYLOR

William D. Taylor
WILLIAM TAYLOR

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STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Juanita V. Thomason, Notary Public in and for the State and County aforesaid, **Susan Lynn McDowell Taylor**, with whom I am personally acquainted, who acknowledged that she executed the foregoing instrument for the purpose therein contained.

WITNESS my hand, at office, this 6th day of September, 1989.

Juanita V. Thomason
Notary Public

My Commission Expires: May 20, 1990

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Laurie S. Booth, Notary Public in and for the State and County aforesaid, **William Taylor**, with whom I am personally acquainted, who acknowledged that she executed the foregoing instrument for the purpose therein contained.

WITNESS my hand, at office, this 7th day of September, 1989.

Laurie S. Booth
Notary Public

My Commission Expires: My Commission Expires March 27, 1993

JVTtaylRWD

RE-RECORD

7.1255.

IDENTIFICATION REFERENCE

OCT 3 1 55 PM '89

DAVIDSON COUNTY, TN

2530 09/07 0101 03CHECK 165.79

64299.

IDENTIFICATION REFERENCE

SEP 7 10 33 AM '89

DAVIDSON COUNTY, TN

2487 10/02 0101 03CHECK 12.00