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BOOK 8156 PAGE 67

This Instrument Prepared By:
BOWERS, HARRISON, KENT & MILLER
101 Southeast Third Street
P.O. Box 1287
Evansville, Indiana 47706-1287
(812) 426-1231

SPECIAL
WARRANTY DEED

Address New Owner(s) As Follows:

652 Piccadilly Row, Antioch, Tennessee 37013

Send Tax Bills To: PERMANENT FEDERAL SAVINGS BANK, 101 S. E. Third Street, Evansville, Indiana 47708

~~652 Piccadilly Row, Antioch, Tennessee 37013~~

Map & Parcel Nos.: 149-2-B; P-23 1463 07/19 01:01 03CHECK 339.40

FOR AND IN CONSIDERATION OF THE SUM OF NINETY-EIGHT THOUSAND DOLLARS ($98,000.00), cash in hand paid, the receipt of which is hereby acknowledged, PERMANENT FEDERAL SAVINGS BANK ("GRANTOR"), a Federally chartered savings association, with its principal office in Evansville, Indiana, has this day bargained and sold and does hereby transfer and convey unto THOMAS L. SIMS AND WIFE, KATHIE L. SIMS, and RAY D. YODER AND WIFE, LOU ANN YODER, their heirs and assigns, a certain tract of land located in Davidson County, Tennessee, and described as follows (the "Property"):

Land in Davidson County, Tennessee, being Lot No. 72 on the Plan of Picadilly Square, Phase II, of record in Book 6250, pages 92, 93 & 94, Register's Office for said County, to which plan reference is hereby made for a more complete description.

Being part of the same property conveyed to Sterling Interests, Inc. by deed from Wellington Enterprises, Ltd. of record in Book 7370, page 648, Register's Office in Davidson County, Tennessee.

Being the same property conveyed to Permanent Mortgage Services, Inc. by Trustee's Deed of James T. Oglesby, Successor Trustee, of record in Book 7625, page 289, Register's Office of Davidson County, Tennessee. By Warranty Deed of record in Book 8110, page 552, said Register's Office, Permanent Mortgage Services, Inc., conveyed all of its right, title and interest in said property to Permanent Federal Savings Bank.

This is improved property known as Lot No. 72, Piccadilly Square, Phase II.

TO HAVE AND TO HOLD the Property, together with all the appurtenances and hereditaments thereunto belonging or in anywise appertaining to the GRANTEES, their heirs and assigns, forever.

AND GRANTOR does hereby covenant with GRANTEES that it is lawfully seized and possessed of the Property in fee simple; that it has good right to sell and convey the same; and that the same is unencumbered, except as follows:

1. 1990 County taxes are a lien against the Property, but are not yet due and payable. Said taxes have been prorated between the parties as of the date of this instrument, with GRANTOR paying its prorata part thereof to GRANTEES, who will be responsible for payment of said taxes when they become due. Map 149-2-B; P-23

2. Declaration of Covenants and Restrictions, embracing uses, assessments, liens, easements, party wall, obligations, burdens and other undertakings, Articles of Incorporation of Piccadilly Square Homeowner's Association, By-Laws of the Association, Information Brochure, additional Restrictive Covenants for Single and Two Family Dwelling Units, Common Area Worksheets, Master Deed, all as made, provided and set out in instrument of record in Book 6236, pages 680 through 733, both inclusive, Register's Office for Davidson County, Tennessee, specific reference to which is here made for each instrument.

3. Amendment to Articles of Incorporation of Piccadilly Square Homeowner's Association, of record in Book 6295, page 548, et seq.; Book 6295, page 556, et seq.; Book 6295, page 564, et seq. and Book 6300, page 423, et seq., all in the Register's Office for Davidson County, Tennessee, specific reference to which is here made for each instrument.

4. Amendment to By-Laws of Piccadilly Square Homeowner's Association of record in Book 6295, page 572, et seq.; Book 6295, page 580, et seq.; Book 6295, page 588, et seq. and Book 6300, page 431, et seq., all in the Register's Office for Davidson County, Tennessee, specific reference to each of said instruments being here made.

5. Amendments to Information Brochure for Piccadilly Square Homeowner's Association, of record in Book 6295, page 596, et seq.; Book 6295, page 602, et seq.; and Book 6300, page 439, et seq., all in the Register's Office for Davidson County, Tennessee, specific reference to each of said instruments being here made.

6. Amendments to Declaration of Covenants and Restrictions of record in Book 6295, page 506, et seq.; Book 6295, page 520; et seq.; Book 6295, page 534, et seq.; Book 6300, page 409, et seq.; re-recorded

in Book 6306, page 833, et seq.; Book 6496, page 100, et seq.; Book 6496, page 107, et seq.; Book 6496, page 114, et seq.; Book 6518, page 184, et seq. and Book 6518, page 190, et seq., all in the Register's Office for Davidson County, Tennessee, specific reference to each of said instruments being here made.

7. Deed of Correction to Piccadilly Square Homeowner's Association of record in Book 6295, page 503, et seq., Register's Office for Davidson County, Tennessee, specific reference to which is here made.

8. Coveyance of Additional Open Space of record in Book 6496, page 99, said Register's Office, to which specific reference is here made.

9. The Plan of record in Book 6250, pages 92, 93 & 94, said Register's Office, shows an Owner's Certificate, certain easements, setback lines and easements for public utilities, to which plat reference is here made for the location and dimensions and the following note:

> "DEDICATION OF COMMON AREAS
> Wellington Enterprises, Ltd., in recording this plat of Piccadilly Square, Phase II, has designated certain areas of land as Playground and Permanent Open Space intended for use by the Homeowners in Piccadilly Square, Phase II for recreation and other related activities.
>
> The Designated Areas are not dedicated hereby for use by the General Public but are dedicated to the common use and enjoyment of the Homeowners in Piccadilly Square. Said Declaration of Covenants, Conditions and Restrictions is hereby incorporated and made a part of this Plat."
>
> "All Lots:
>
> a. Max. Building Area: 2,800 sq. ft.
> b. Max Paved Area: 1,400 sq. ft.
> c. Max. Ground Cover: 3,500 sq. ft.
>
> "The Building Envelope for Each Lot is Indicated Thus: [ ].
> "This Plat is being recorded as a part of 'Planned Unit Development' Overlay District Enacted by Zoning Ordinance 83-1238."
>
> "NATURAL AREA EASEMENTS
> Land within the areas specified as 'Natural Area Easements' shall remain undisturbed, other than Lawn Maintenance."
> NOTE: The lot or lots herein described may contain a 'Natural Area Easement'.

10. Sanitary Sewer and/or Storm Drainage Easement of record in Book 6186, page 238, said Register's Office.

11. Utility easement to Metropolitan Government of Nashville and Davidson County is of record in Book 6298, page 491, said Register's Office.

12. Document of Clarification for Declaration of Covenants and Restrictions of record in Book 6830, page 739, said Register's Office.

13. Sanitary Sewer and/or Storm Drainage Easement of record in Book 6251, page 616, Register's Office of Davidson County, Tennessee.

14. Deed of Conveyance to Metropolitan Government of Nashville and Davidson County, Department of Water and Sewerage Services, of record in Book 6530, page 819, said Register's Office.

15. Deed of Conveyance to Metropolitan Government of Nashville and Davidson County, Department of Water and Sewerage Services, of record in Book 6530, page 823, said Register's Office.

16. Survey of John Kohl dated June 28, 1990, shows a portion the house encroaching over the front minimum building setback line.

17. Consequences of any attack on the estate or interest herein insured under any federal or state law dealing with bankruptcy, insolvency or creditors' rights.

The GRANTEES, Thomas L. Sims and wife, Kathie L. Sims, are hereby vested with an undivided one-half (1/2) interest in the Property, and the GRANTEES, Ray D. Yoder and wife, Lou Ann Yoder, are hereby vested with an undivided one-half (1/2) interest in the Property. As between the GRANTEES, Thomas L. Sims and wife, Kathie L. Sims, as the owners as aforesaid of an undivided one-half (1/2) interest in the Property, and the GRANTEES, Ray D. Yoder and wife, Lou Ann Yoder, as the owners as aforesaid of an undivided one-half (1/2) interest in the Property, the title hereby conveyed is vested in them as tenants in common and not as joint tenants.

Nothing herein contained shall be deemed to be a warranty of title to said property, either express or implied. Nevertheless, the GRANTOR represents to the GRANTEES that it has done nothing to encumber title to said Property and assigns to GRANTEES the benefit of all prior warranties in the chain of title to said Property.

IN WITNESS WHEREOF, GRANTOR has caused its signature to be affixed hereto by its duly authorized officers on this the 16th day of July, 1990.

PERMANENT FEDERAL SAVINGS BANK

By _____
Donald P. Weinzapfel, President

ATTEST:

_____
Daniel E. Kohl, Executive Vice President/Secretary

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STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared DONALD P. WEINZAPFEL and DANIEL F. KORB, the President and Executive Vice President/Secretary, respectively, of PERMANENT FEDERAL SAVINGS BANK ("Bank"), a Federal savings bank, and also known to me to be the persons whose names are affixed to the foregoing instrument and acknowledged their signing, sealing and delivering of the said instrument as their free and voluntary act, and the free and voluntary act of the Bank, for the consideration and purposes therein set forth, and represented that they were duly authorized to execute the same by its Board of Directors.

WITNESS MY HAND AND SEAL this 16th day of July, 1990.

Janice R. Pinhey

(JANICE R. PINHEY) Notary Public

County of Residence: Vanderburgh

My Commission Expires: March 1, 1994

STATE OF TENNESSEE)
) SS:
COUNTY OF ~~DAVIDSON~~ Williamson)

The actual value or consideration, whichever is greater, for this transfer is $98,000.00.

Gayle Shoop

Subscribed and sworn to before me, on this the 18th day of July, 1990.

(SEAL)

Jean C. Poteete

( ) Notary Public

My Commission Expires: 8/16/93

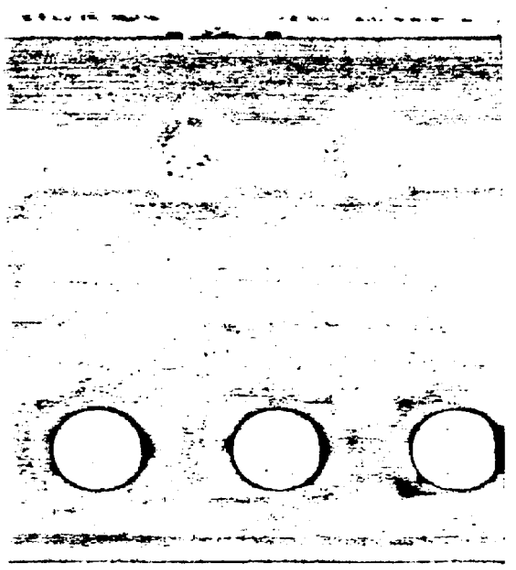
This instrument was prepared by Paul E. Black, Attorney at Law, P.O. Box 1287, Evansville, Indiana, 47706-1287, at the specific request of GRANTOR based solely on information supplied by one or more of the parties to this conveyance, and without examination of title or abstract. The drafter assumes no liability for any errors, inaccuracy, or omissions in this instrument resulting from the information provided, the parties hereto signifying their assent to this disclaimer by the GRANTOR'S execution and the GRANTEES' acceptance of the instrument.

42604

IDENTIFICATION

JUL 19 10 31 AM '90

FILED



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8156 PAGE 72

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

CAMT	98000.00
CON TX	323.40
PRFEE	1.00
WDEED	15.00
TOTAL	339.40
CHECK	339.40

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7-19-90 01 10:35 0001 1463

42604

IDENTIFICATION REFERENCE

JUL 19 10 31 AM '90

FELIX Z WILSON, II REGISTER
DAVIDSON COUNTY

No. 338288