41

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $440,000.00.

Affiant

Subscribed and sworn to before me, this 15th day of June, 1993.

Notary Public

My Commission Expires: 7/23/94

This instrument prepared by:
George V. Crawford, Jr.
GULLETT, SANFORD, ROBINSON & MARTIN
P. O. Box 198888
Third Floor
230 Fourth Avenue North
Nashville, TN 37219-8888

Address new owner as follows:	Send Tax Bills to:	Map-Parcel Numbers
Victor S. Johnson, III and wife, Mary Leyden Johnson 134 Prospect Hill Nashville, TN 37205	Third National Bank 201 Fourth Avenue N. Nashville, TN 37219	116-8-F-134 7DA 74911

WARRANTY DEED

For and in consideration of the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, **TERRY R. ALLEN AND WIFE, SUZANNE ALLEN**, hereinafter called the Grantors, have bargained and sold, and by these presents do transfer and convey unto **VICTOR S. JOHNSON, III AND WIFE, MARY LEYDEN JOHNSON**, hereinafter called the Grantees, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

A certain building site being Lot No. 134, as shown on the Plan of Sugartree, Phase III, which is of record in Book 5050, pages 67-71, Register's Office for said County, to which specific reference is here made and together with an appurtenant, non-exclusive interest in the common and limited common areas as shown on said Plan and as provided in the Declaration of Covenants, Conditions and Restrictions referred to hereinbelow.

Being the same property conveyed to Terry R. Allen and wife, Suzanne Allen by deed from Michael Fox Construction Company, Inc., of record in Book 5896, page 913, Register's Office for said County.

This conveyance is made subject to:

1. 1993 State and County taxes, a lien not yet due and payable, which have been prorated and assumed by Grantees. By acceptance of delivery of this deed, Grantees assume and agree to timely pay such taxes and agrees to indemnify and hold harmless Grantors of liability and loss from failure to pay such taxes.

2. The premises herein is a building site restricted by all the requirements, conditions, easements, assessments, liens, uses, building restrictions, limitations, repurchase and lease options, burdens and other undertakings, including rights and interest of other site owners and condominium owners, and also including the requirement that all owners of building sites and condominium units be members of Sugartree Homeowners Associations, Inc., and subject to assessment for the payment of costs incident to the maintenance of the common areas and administration of the Association, and provided for a lien securing the payment thereof, contained in an instrument executed by Sugartree Properties, Inc., recorded October 2, 1974, and recorded in Book 4857, page 157, amended in Book 4911, page 356; and further amended by Second Amendment of record in Book 4996, page 126; and further amended by Third Amendment of record in Book 5003, page 688, Register's Office for said County, reference to said instrument is here made, all is made applicable to Sugartree, Phase No. 3, by instrument of record in Book 5087, page 220, Register's Office for said County, which latter said instrument also amended Article 1, paragraph 4 of the Declaration of Covenants, Conditions and Restrictions for Sugartree, of record in Book 4857, page 157, Register's Office for said County, and as further amended by instrument of record in Book 5152, page 401, Register's Office for said County, amending Article 8, Section 2 thereof, and as further amended in Book 5514, page 138, Register's Office for said County.

3. The revised Plan of Sugartree, Phase No. 3, of record in Book 5050, pages 67-71, Register's Office for said County, shows certain minimum building setback lines, easements access limitations, and also an owner's certificate as follows: "We hereby certify that we are the owners of the property shown herein as evidenced in Book 4831, page 823, Register's Office for said County, and adopt the plan of the property as shown hereon and dedicate all public utility, electrical and telephone, water drainage and sanitary sewer easements as shown therein. This plan shall not be altered or changed until otherwise approved by the Metro Planning Commission. Easements for ingress and egress are reserved by the Metro Planning Commission. Easements for ingress and egress are reserved hereby upon all access easements, as shown hereon, or upon any approved revision hereof, for the benefit of the purchasers of building sites within the development, their invitees, lessees and other parties claiming by through or under them. The access easements shown hereon are reserved by the aforesaid owner and are not dedicated to the public. Access easements are also dedicated as sanitary sewer and water easements." The recorded plan also shows the following notes:

   Replacement of roadway, parking areas, etc., necessitated by maintenance of public water and/or sewer lines will be at the expense of the development or association.

   The revised plan of record in Book 5050, pages 67 through 71, said Register's Office, as amended in Book 5169, page 426; Book 5191, page 412; Book 5222, page 468 and Book 5238, page 93, Register's Office for said County, by deletion and replacing a new table of floor areas and lot coverages. The amendment and change of minimum building setback lines applicable to Lot No. 134 on the Plan of Sugartree, Phase III (Revised) of record in Book 5758, page 733, Register's Office for said County.

This is improved property known as 134 Prospect Hill, Nashville, TN 37205.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs and assigns, forever; and we do covenant with the said Grantees that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend

the title to the said land to the said Grantees, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS our hands this 15th day of June, 1993.

Terry R. Allen

Suzanne Allen

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **TERRY R. ALLEN** with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 15th day of June, 1993.

Linda P. Turner
Notary Public

My Commission Expires: 7/23/94

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **SUZANNE ALLEN**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 15th day of June, 1993.

Linda P. Turner
Notary Public

My Commission Expires: 7/23/94

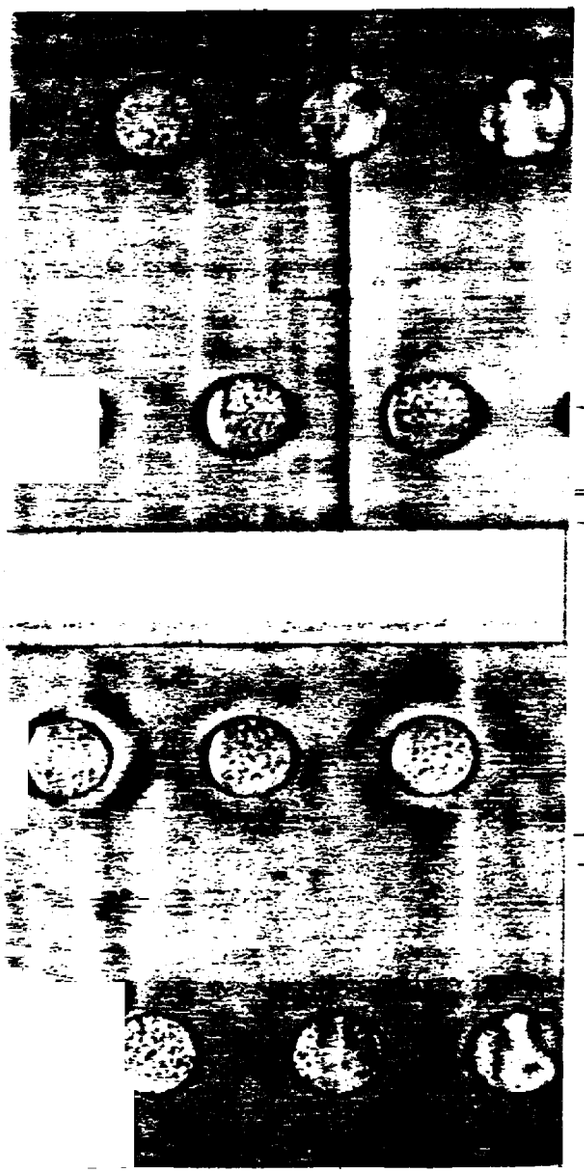
31062

IDENTIFICATION REFERENCE

JUN 16 3 43 PM '93

WILLIAM L. WILKINS II, REGISTER
DAVIDSON COUNTY, TN

8357 06/16 0101 03CHECK 1641.00



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

RECEIVED OF _____

FOR _____

BOOK 8984 PAGE 80

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
				CAMT 440000.00
				CON TX 1628.00
				PRFEE 1.00
				MDEED 12.00
				TOTAL 1641.00
				CHECK 1641.00
			06/16/93 01	15:43 0001 8357

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

3106.2

IDENTIFI REFEREN

JUN 16 3 43 PM

FELIX Z. WILSON II REGIS
DAVIDSON COUNTY, TN

No. 663627