91849

IDENTIF. ↑ REFERENCE BOOK 9171 PAGE 377

G#9558-3

FILE IN BOX #14
MAP 162-01-0-B, PARCEL 36
FB#5DU-77871

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

93 DEC -1 PM 4:23

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

The actual consideration or value, whichever is greater, for this transfer is $67,900.00.

Affiant

Subscribed and sworn to before me this the 29th day of November, 1993.

PETER WEISS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires: 9/12/95

Notary Public

THIS INSTRUMENT PREPARED BY: CHERNAU, MILAM & WEISS, P.C.
5115 Maryland Way, 2nd Floor, Brentwood, Tennessee 37027

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:
MR. DONOVAN JOSEPH McNAMEE, JR.	FIRST TENNESSEE BANK, N.A.
(Name)	(Name)
431 Claircrest Drive	P. O. BOX 1000, Dept. 47
(Street Address)	(Street Address)
Antioch, TN 37013	Memphis, TN 38148
(City) (State) (Zip Code)	(City) (State) (Zip Code)

W A R R A N T Y D E E D

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantee(s), and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, **MCR DEVELOPMENT CORP., a Tennessee corporation**, hereinafter called the **"Grantor"**, has bargained and sold, and by these presents does transfer and convey unto **DONOVAN JOSEPH McNAMEE, JR., UNMARRIED**, hereinafter called the **"Grantee(s)"**, his heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

LAND in Davidson County, Tennessee, being Lot No. 36 on the Plan of Clairmont, Phase 5, Planned Unit Development, as of record in Book 6050, Page 425, Register's Office for said County, to which said plan reference is hereby made for a complete legal description thereof.

BEING part of the same property conveyed to MCR Development Corp., a Tennessee corporation, by Deed from Clairmont Investors, a Tennessee Joint Venture, originally composed of Clairmont Building & Development Co., Inc., and MCR Development Corp., of record in Book 8596, Page 866, Register's Office for Davidson County, Tennessee.

FOR purpose of description, the term Lot or Unit shall be defined as the same.

This is improved property, known as 431 CLAIRCREST DRIVE, ANTIOCH, TN 37013.

THE CONVEYANCE OF THE ABOVE PROPERTY IS MADE SUBJECT TO THE FOLLOWING:

1. Said premises are restricted by all of the requirements, conditions, easements, assessments, liens, uses, restrictions, limitations, burdens and other undertakings, including the rights and interests of other lot owners within Clairmont Subdivision; and including the requirement that all owners of lots in Clairmont Subdivision to be members of the Clairmont Homeowners' Association, Inc., subject to assessment for the payment of

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

costs incident to the maintenance of the common areas, the improvements thereon, and the administrative expenses of the Association, and providing for a lien to secure the payment thereof which is secondary to any first mortgage all as contained in instruments executed by the Grantor and recorded in Book 6988, Page 542, and as amended for additional phases in Book 7269, Page 223, in Book 7891, Page 590, in Book 8027, Page 258, in Book 8027, Page 261, in Book 8027, Page 264, and in Book 8784, Page 328, said Register's Office, which said instruments are included in this Deed by reference and made a part thereof the same as though copied herein verbatim.

2. The terms, conditions, powers, limitations, and purposes as contained in the Articles of Incorporation of Clairmont Homeowners' Association, Inc., of record in Book 6988, Page 536, said Register's Office, and the By-Laws of the said Association, of record in Book 6988, Page 552, and supplemented and amended in Book 8108, Page 993, and in Book 8251, Page 180, Register's Office for said County.

3. Easements and minimum building setback lines, conditions of the Owner's Certificate and dedication of common areas as shown on the Plan of Clairmont, Phase 5, of record as aforesaid.

4. The fee title herein conveyed shall not extend beyond the individual lot lines or upon any roads which have been dedicated to the public, or upon any walkway, or other common property, and the fee title to such common property (designated "Common Area" on the Plan of Clairmont, Phase 5) is vested in Clairmont Homeowners' Association, Inc., for the common enjoyment of all members of said Association, of record in Book 8673, Page 523, said Register's Office.

5. Taxes for the current year which have been prorated and assumed by the Grantee(s) herein.

TO HAVE AND TO HOLD the said tract or parcel of land, together with the appurtenances, estate, title and interest thereto belonging to the said Grantee(s), his heirs and assigns forever; and it does covenant with the said Grantee(s) 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 unless otherwise herein set out; and it does further covenant and bind itself, its successors and/or assigns to warrant and forever defend the title to the said land to the said Grantee(s), his 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.

IN WITNESS WHEREOF, the Grantor has caused its name to be affixed hereto, by its duly authorized officer, on this 29th day of November, 1993.

MCR DEVELOPMENT CORP.,
A TENNESSEE CORPORATION

BY: _____
JERRY J. CALDWELL
TITLE: VICE PRESIDENT/SECRETARY-TREASURER

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared JERRY J. CALDWELL, 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 Vice President/Secretary-Treasurer of the MCR DEVELOPMENT CORP., A TENNESSEE CORPORATION, the within named bargainor, and that he as such Vice President/Secretary-Treasurer, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President/Secretary-Treasurer.

Witness my hand and official seal at Brentwood, Tennessee, this 29th day of November, 1993.

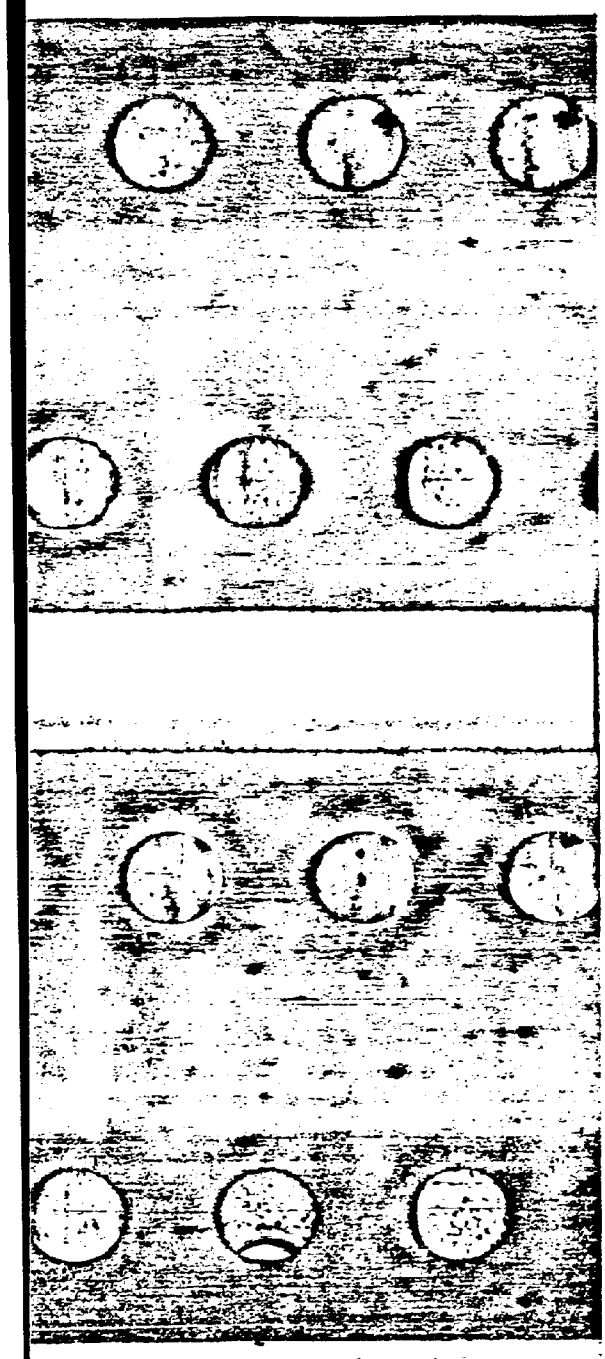
My Commission Expires: 9/12/95

Notary Public

PETER WEISS
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

F:\WP51\BB\CLAIR-5.PUD

8658 12/01 0101 03CHECK 260.23



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

RECEIVED OF _____

FOR _____

BOOK 9171 PAGE 379

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
				CAMT 67900.00
				CON TX 251.23
				PRFEE 1.00
				WDEED 8.00
				TOTAL 260.23
				CHECK 260.23

12/01/93 01 16:23 0001 8658

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

91849
IDENTIF. ↑ REFERENCE

93 DEC -1 PM 4:2
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 728739