Box 50B
45

This Instrument Prepared By:
Stokes & Bartholomew, P.A.
3310 West End Avenue, 4th Floor
Nashville TN 37203
Return to Box 50-B

BOOK 9263 PAGE 427

ADDRESS NEW OWNER:
David A. Costello and Sally H. Costello
2540 Devon Valley Drive
Nashville, Tennessee 37221

SEND TAX BILL:
To Mortgagee

MORTGAGEE:
Union Planters National Bank,
a national banking association
401 Union Street
Nashville, Tn 37219

MAP AND PARCEL:
MAP 142
GROUP 16-O-B
PARCEL 20CO

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, Great Southern Homes of Tennessee, Inc., hereinafter called the Grantor, has bargained and sold, and by these presents do transfer and convey unto David A. Costello and wife, Sally H. Costello, hereinafter called the Grantees, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

> Land in Davidson County, Tennessee, being Lot 68, on the Plan of Devon Valley, Phase I, of record in Book 7900, page 458, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.
>
> Being a part of the same property conveyed to Great Southern Homes of Tennessee, Inc., by deed from M.M.E. limited partnership, a Tennessee Limited Partnership, of record in Book 9163, page 346, Register's Office for Davidson County, Tennessee.

This is improved property known as 2540 Devon Valley Drive, Nashville, TN 37221.

This conveyance is made subject to all restrictions, easements, zoning and planning ordinances, and governmental regulations that may affect the premises and the following exceptions.

1. Subject to 1994 property taxes which are not yet due and payable.
2. Subject to all matters shown on the Plan of record in Book 7900, page 458, in said Register's Office.
3. Terms, conditions, easements, rights and liens, as set forth in the Declaration of Covenants, Condition and Restrictions, of record in Book 7517, page 283, as amended in Book 7517, page 367, Book 8120, page 402, Book 8120, page 485, as amended in Book 8180, page 222, Book 8180, page 230, Book 8180, page 232, Book 8712, page 618, Book 8712, page 620, Book 8796, page 410, Book 8796, page 416, and in Book 9150, page 182, all in the Register's Office for Davidson County Tennessee.
4. Stormwater Detention Agreement between M.M.E. Limited Partnership and the Metropolitan Government of Nashville and

Davidson County, of record in Book 8643, page 494, said Register's Office.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said David A. Costello and wife, Sally H. Costello, their heirs and assigns, forever; and Great Southern Homes of Tennessee, Inc., does covenant with the said Grantees that it is 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 I do further covenant and bind myself, my 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 shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my hand this the 1st day of March, 1994.

Great Southern Homes of Tennessee Inc.

By: James W. Hindman, III

James W. Hindman, III

Title: President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, of the State and County aforesaid, personally appeared James W. Hindman, III, 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 President of the Great Southern Homes of Tennessee, Inc., the within named bargainor, a corporation, and that he as such President, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and official seal at Nashville, Tennessee, this the 1st day of March, 1994.

R. L. MOORE NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

NOTARY PUBLIC

My Commission Expires: Mar 20 1996

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $ 137,990.00.

AFFIANT

Subscribed and sworn to before me this 1st day of March, 1994.

R. L. MOORE NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

NOTARY PUBLIC

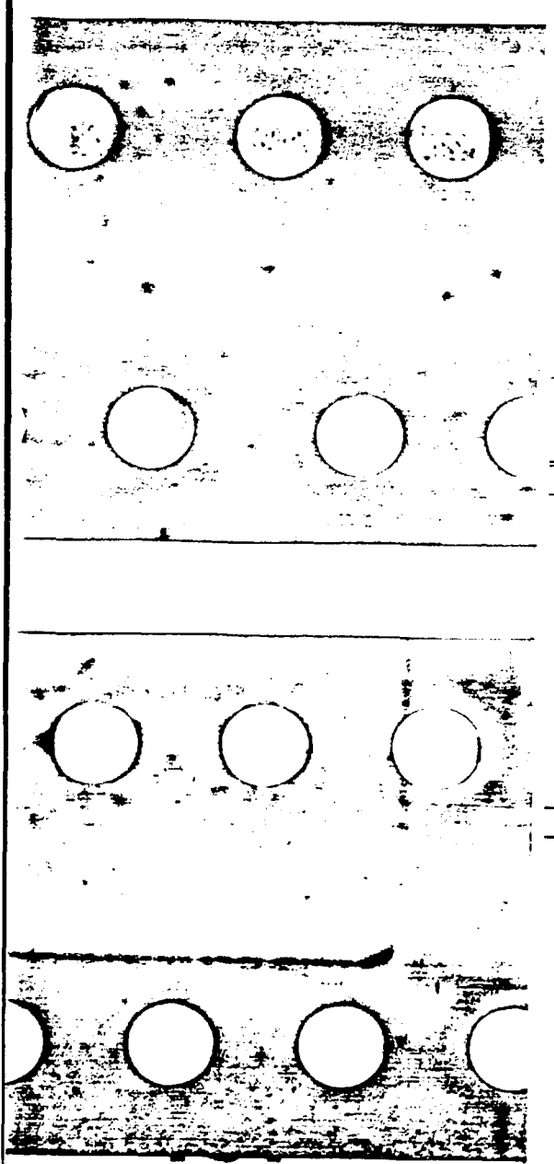
My Commission Expires: Mar 20, 1996

94 MAR -1 PM 3:05

FELIX A. [illegible] REGISTER
DAVIDSON COUNTY, TN.

122 03/01 0101 03CHECK 519.60

22525



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

RECEIVED OF _____

FOR _____

BOOK 9263 PAGE 429

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 137990.00
				CON TX 510.60
				PRFEE 1.00
				WDEED 8.00
				TOTAL 519.60
				CHECK 519.60
03/01/94	01			15:06 0001 6122

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

22525
IDENTIFICATION REFERENCE

94 MAR -1 PM 3:05

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 761563