Mail

THIS INSTRUMENT PREPARED BY:

Homer R. Ayers, Attorney At Law
P. O. Box 904
303 Frances Street
Goodlettsville, Tennessee 37070-0904

BOOK 9538 PG 723

WARRANTY DEED

ADDRESS NEW OWNERS:	PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF REAL PROPERTY TAXES:	MAP-PARCEL NOS.
M & S Properties 308 Manita Ave. Goodlettsville, TN 37072	Same as New Owner	P/O Map 53-8 Parcel 17 Field Book LW 01845

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, EUGENE E. BRIZENDINE and wife, ESTELLE E. BRIZENDINE, hereinafter referred to as the "GRANTORS", have bargained and sold, and by these presents do transfer and convey unto M & S PROPERTIES, a Tennessee Partnership composed of Wayne Stevens and Nicholas Martin, hereinafter referred to as the "GRANTEE", its successors or assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

> Being Lot No. 8 in Block 14 as shown on the Plan of Dabbs & Elliott's Subdivision No. 2 at Dupontonia (now Lakewood), Old Hickory, Tennessee, of record in Plat Book 547 at page 127, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description.
>
> Being a part of the same property conveyed to Eugene E. Brizendine and wife, Estelle E. Brizendine, by deed from Effie Bell Brizendine of record in Book 4534, page 464, Register's Office for said County.
>
> The legal description, as hereinabove set forth is the same as that contained in the previous Deed of Record.
>
> This is unimproved property fronting 24th Street, Old Hickory, Tennessee 37138.
>
> EASEMENT: This conveyance is made subject to an exclusive easement for ingress and egress and for maintenance of Lot No. 7 on the Plan of Dabbs & Elliott Subdivision of record in Book 547, page 127, Register's Office for Davidson County, Tennessee, and the improvements thereon, granted to Clifford O. Howard, his heirs or assigns, or the owner or owners of Lot No. 7 on said plan. Said Easement being 6 feet in width and extending eastwardly from the west boundary line of Lot No. 8 on the said plan and running the length of said Lot No. 8 from 24th Street to an alley at the rear of said lot.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors or assigns, forever.

And WE, the GRANTORS, do covenant with the said GRANTEE, that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and warrant that the same is unencumbered, except as follows:

1. Taxes for the year 1994 have been paid, without proration, by the GRANTOR. Taxes for the year 1995 and all subsequent years are to be paid, in full, without proration, by the GRANTEES, when due.

2. Subject to any and all matters as they may appear on the plan of record in Book 547, page 127, said Register's Office.

And WE, the GRANTORS, do further covenant and bind ourselves, our heirs and representatives to warrant and forever defend the title to the said land to the said GRANTEE, its successors or assigns, against the lawful claims of all persons whomsoever.

WITNESS our hands on this the 28th day of November, 1994.

"GRANTORS"

Eugene E Brizendine
EUGENE E. BRIZENDINE

Estelle E. Brizendine
ESTELLE E. BRIZENDINE

"GRANTEE"

M & S PROPERTIES,
a Tennessee Partnership

BY: Wayne Stevens
WAYNE STEVENS, Partner

BY: Nicholas Martin
NICHOLAS MARTIN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, EUGENE E. BRIZENDINE and wife, ESTELLE E. BRIZENDINE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this the 28th day of November, 1994.

Patsy C. Davidson
NOTARY PUBLIC

My Commission Expires: 12/6/97

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared WAYNE STEVENS and NICHOLAS MARTIN, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the partners of M & S PROPERTIES, the within named bargainor, a partnership, and that they as such partners, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by themselves as partners.

WITNESS my hand, at office, this the 28th day of November, 1994.

Patsy C. Davidson
NOTARY PUBLIC 0391 12/06 0101 03CHECK 28.98

My Commission Expires: 12/6/97

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value, whichever is greater, for this transfer is $5,400.00.

Nicholas Martin
Affiant

Sworn to and subscribed before me, this the 28th day of November, 1994.

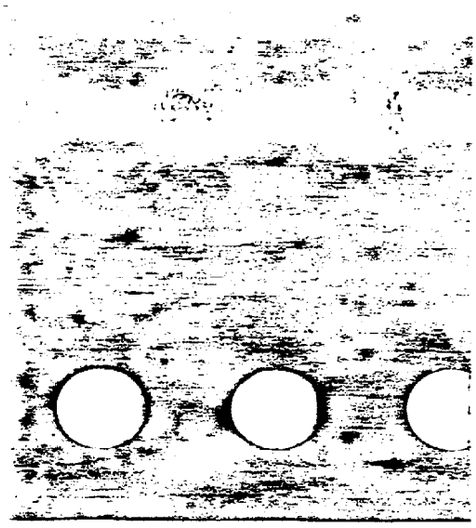
Patsy C. Davidson
NOTARY PUBLIC

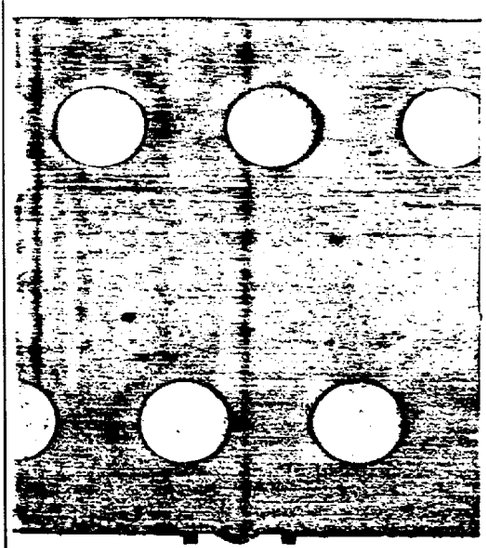
My Commission Expires: 12/6/97

IDENTIF. & REFERENCED

94 DEC -6 DAVIDSON COUNTY TENN.

11831





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

RECEIVED OF _____

FOR _____

BOOK 9538 PG 725

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	5400.00
CON TX	19.98
PRFEE	1.00
WDEED	8.00
TOTAL	28.98
CHECK	28.98

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 0001 0391

14831
IDENTIF. & REFERENCE

94 DEC -6 AM 9:00

RE[illegible] REGISTER
DAVIDSON COUNTY, TN.

No. 860391