To: Box 36

THIS INSTRUMENT PREPARED BY:
Douglas A. Brace, Reg. #15485
ORTALE, KELLEY, HERBERT & CRAWFORD
200 Fourth Avenue North
Nashville, TN 37219-8985

BOOK 9867 PG 325

# WARRANTY DEED

| | |
|---|---|
| **Name and Address of New Owner:**<br>**Jack L. Byers**<br>**Bobby J. Byers**<br>4356 Oakcrest Lane<br>Hermitage, TN 37076 | |
| **Send Tax Bills To:**<br>**New Owner** | |
| **Street Address of Subject Property:**<br>**1305 Hale Place**<br>**Old Hickory, Tn 37138** | **Map-Parcel No:**<br>**64-3-B-103** |

**FOR AND IN CONSIDERATION** of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **BRANDYWINE POINTE PARTNERS, L.P.,** A Tennessee Limited Partnership, hereinafter called **"GRANTOR,"** has bargained and sold, and by these presents does transfer and convey unto **JACK L. BYERS AND BOBBY J. BYERS** hereinafter called **"GRANTEES"** their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

> Being Lot No. 43, Phase Seven, Section Two, Brandywine Pointe, as of record in Book 7900, page 948, Register's Office for Davidson County, Tennessee, to which plan reference is here made for a more complete and accurate description.
>
> Being part of the same property conveyed to Brandywine Pointe Partners, L.P., a Tennessee Limited Partnership, by deed of record in Book 8315, page 759, Register's Office for Davidson County, Tennessee.

The conveyance of the above described parcel of land is subject to the following:

1. Declaration of Covenants, Conditions and Restrictions of record in Book 9657, page 239, Register's Office for Davidson County, Tennessee.

2. All matters shown on the Plan of Phase Seven, Section Two, Brandywine Pointae, as of record in Book 7900, page 948, Reggister's Office for Davidson County, Tennessee.

**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 GRANTOR does covenant with the said GRANTEES 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 GRANTOR does further covenant and bind itself, its heirs, successors, assigns 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** its hand this 21st day of November, 1995, by its duly authorized partner.

**BRANDYWINE POINTE PARTNERS, L.P.,**
**A Tennessee Limited Partnership**

**BY: Brandywine Pointe Company,**
**A Tennessee Corporation,**
**Its General Partner**

**BY:** G. Keeling Turner, II

**G. Keeling Turner, II**
**President**

0125503
IDENTIFICATION REFERENCE

95 NOV 22 PM 2:16
FILED FOR RECORD AND RECORDED
DAVIDSON COUNTY, TN.

**STATE OF TENNESSEE** ]
]
**COUNTY OF DAVIDSON** ]

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared **G. Keeling Turner II,** 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 Brandywine Pointe Company, a Tennessee corporation, and general partner of Brandywine Pointe Partners, L.P., a Tennessee Limited Partnership, the within named bargainor, and that as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

**WITNESS** my hand and official seal at Nashville, Tennessee, this 21 day of November, 1995.

NOTARY PUBLIC

My commission expires:_____

NOTARY PUBLIC AT LARGE Douglas A. Evans My Commission Expires January 24, 1998 STATE OF TENNESSEE

**STATE OF TENNESSEE** ]
]
**COUNTY OF DAVIDSON** ]

The actual consideration or value whichever is greater, for this transfer $53,500.00.

Affiant

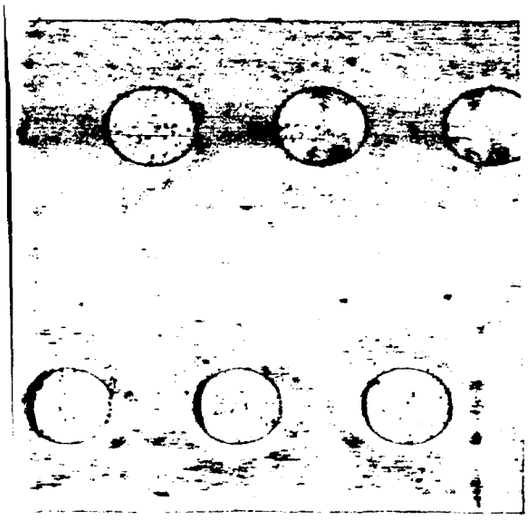
1139 11/22 0101 03CHECK 210.95

Subscribed and sworn to before me, this the 21 day of November, 1995.

NOTARY PUBLIC

My commission expires:_____

NOTARY PUBLIC AT LARGE Douglas A. Evans My Commission Expires January 24, 1998 STATE OF TENNESSEE



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

RECEIVED OF _____

FOR _____

BOOK 9867 PG 328

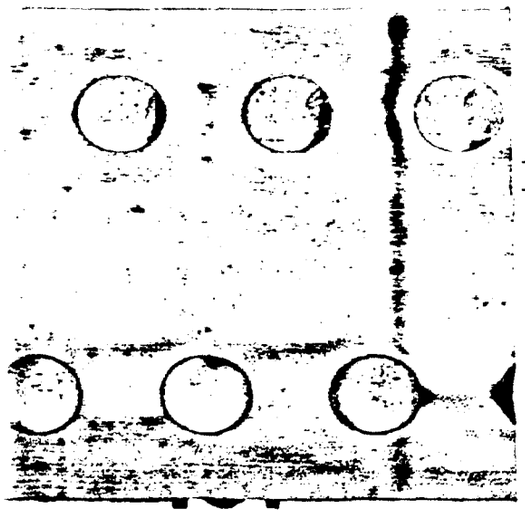
| | | |
|---|---|---|
| CO - CONVEYANCE | CC - CERTIFIED COPY | MISC - MISCELLANEOUS |
| MO - MORTGAGE | REL - RELEASE | CO TX - STATE TAX CONVEY |
| WD - WARRANTY DEED | UCC - UNIFORM COMMERCIAL CODE | MO TX - STATE TAX MORT |
| TD - TRUST DEED | | PRFEE - PROBATE FEE |

| DATE | SYMBOL | VALUATION | TAX AND FEES | TOTAL PAID |
|---|---|---|---|---|

| | |
|---|---|
| CAMT | 53500.00 |
| CON TX | 197.95 |
| PRFEE | 1.00 |
| WDEED | 12.00 |
| TOTAL | 210.95 |
| CHECK | 210.95 |

11/22/95 01 14:17 0001 1139

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**



0125503
IDENTIFICATION REFERENCE

95 NOV 22 PM 2:16
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

**No.** 979672