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

BOOK 10110 PG 617

First Title & Escrow Co., Inc.
Box #9B

#13967

ADDRESS NEW OWNER:
Henry J. Coffey, Jr. and Margo P. Coffey
416 Charlesgate Court
Nashville, TN 37215

SEND TAX BILL:
To Mortgagee

MORTGAGEE:
SouthTrust Mortgage Corporation
5409 Maryland Way, Suite 100
Brentwood, TN 37027

MAP AND PARCEL:
MAP 117-9-C
GROUP
PARCEL 13CO

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, we, William J. Whitson and wife, Bethany J. Whitson, hereinafter called the Grantor, have bargained and sold, and by these presents do transfer and convey unto Henry J. Coffey, Jr. and wife, Margo P. Coffey, 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 No. 13 on the Plan of Burlington Subdivision, a Planned Unit Development of record in Book 5200, pages 403, 404, 405, and 406, said Register's Office.
>
> Said Lot No. 13 fronts 80.0 feet on the easterly side of Charlesgate Court and runs back 83.09 feet on the northerly line and 84.04 feet on the southerly line to a line in the rear which measures 80.01 feet thereon.
>
> Being the same property conveyed to William J. Whitson and wife, Bethany J. Whitson by deed from Creason Clayton Construction Company, Inc., of record in Book 6009, page 123, Register's Office for Davidson County, Tennessee.

This is improved property known as 416 Charlesgate Court, Nashville, Tennessee 37215.

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 the 1996 taxes and subsequent years taxes thereafter.
2. A two foot easement is retained by Developer along the perimeter boundary line for constructing and maintaining perimeter walls and screening, and an additional three feet for a total of five foot wide easement is retained by Developer along said perimeter boundaries for maintaining said perimeter walls and screening as set out in Plat of record in Book 5200, page 403-406, said Register's Office.
3. A lot owner having an eight foot side or rear yard setback facing a two doot setback on an adjacent lot is hereby granted

an easement for the use of the adjacent 2 foot setback area, which use shall include, but not exclusively, open space, patio, and recreation. No operable or transparent windows may be placed in a wall located on a two foot side or rear yard setback facing an adjacent lot, nor shall any legally required window in a habitable space, which windows faces a side or rear lot line bordering on an adjacent lot, be placed in a wall closer than eight feet from that side or rear lot line. If a driveway is placed within an eight foot setback area from a lot line, no building wall on the lot may be placed nearer than 10 feet from such a lot line, as set out in Plat of record in Book 5200, pages 403-406, said Register's Office.

4. All matters shown on the Plan of record in Book 5200, pages 403-406, in 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 Henry J. Coffey, Jr. and wife, Marjo P. Coffey, their heirs and assigns, forever; and we, William J. Whitson and wife, Bethany J. Whitson, 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 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 shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hand this the 28th day of June, 1996. BOOK 10110 PG 618

William J. Whitson

Bethany J. Whitson

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named William J. Whitson and wife, Bethany J. Whitson, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within Warranty Deed for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this the 28th day of June, 1996.

NOTARY PUBLIC

My Commission Expires: 11/20/96

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $ 388,000.00

AFFIANT

Subscribed and sworn to before me this 28th day of June, 1996.

NOTARY PUBLIC
My Commission Expires: 11/20/96

DAVIDSON COUNTY, TENN.

BOOK 10110 PG 619

0200142

95 JUL -3 PM 3:07

-150 1700 1.00 1.50 STATE 1400.00

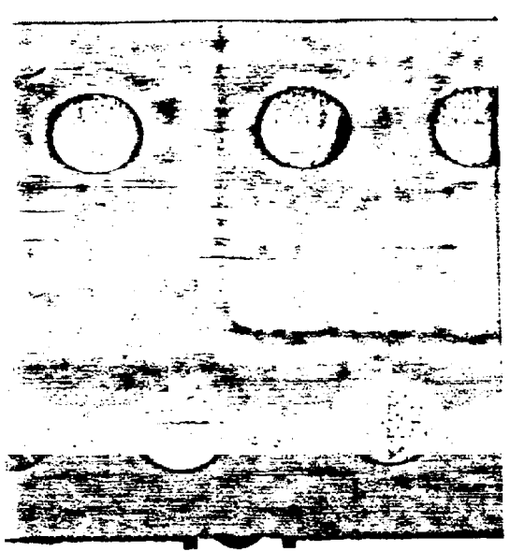
OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE





RECEIVED OF _____

FOR _____

BOOK 10110 PG 620

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	
	388000.00
CON TX	1435.60
PRFEE	1.00
MTGFEE	12.00
TOTAL	1448.60
CHECK	1448.60

~~07/03/96 01 15:39 0001 1458~~

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0200142

IDENTIFICATION REFERENCE

96 JUL -3 PM 3:07

REGISTER

DAVIDSON CO. TN.

No. 1059187