B0436PA

THIS INSTRUMENT PREPARED BY:
Douglas A. Brace, Reg. #3485
ORTALE, KELLEY, HERBERT & CRAWFORD
200 Fourth Avenue North
Nashville, TN 37219-0375

BOOK 11005 PAGE 244

98 JUL -2 PM 4:09

0458517

IDENTIFICATION & REFERENCE

# WARRANTY DEED

| | |
|---|---|
| **Name and Address of New Owner:**<br><br>**Richard Northcutt, Trustee**<br>217 PINEWAY DR.<br>NASHVILLE, TN 37217 | |
| **Send Tax Bills To:**<br><br>**New Owner** | |
| **Street Address of Subject Property:**<br><br>**1160 Safety Harbor Cove**<br>**Old Hickory, Tennessee 37138** | **Map-Parcel No:**<br>**64-3-B-95** |

**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 **RICHARD NORTHCUTT, TRUSTEE with full power to sell or convey by deed or mortgage without the joinder of any beneficiary for whom he may be acting,** hereinafter called **"GRANTEE,"** his successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

> Being Lot No. 193of Phase Six, Section One, Brandywine Pointe (a Planned Unit Development), as of record in Book 7900 page 805, as amended by Instrument of Correction in Book 10649, page 488, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description of said lot.
>
> 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 9485, Page 885,Register's Office for Davidson County, Tennessee.

2. All matters shown on the Final Plat of Brandywine Pointe, Phase Six Section One, (a Planned Unit Development) as of recod in Book 7900 Page 805, as amended by Instrument of Correction in Book 10649, page 488,Register'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 GRANTEE, his successors and assigns, forever, and GRANTOR does covenant with the said GRANTEE 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 GRANTEE, his successors 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 2nd day of July, 1998 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**

BOOK 11005 PAGE 246

**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 2nd day of July, 1998.

NOTARY PUBLIC

My commission expires: 1/27/2001

RICHARD W. SEBASTIAN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
AT LARGE
Richard W. Sebastian
My Commission Expires
January 27, 2001
STATE OF TENNESSEE

**STATE OF TENNESSEE ]**

**COUNTY OF DAVIDSON ]**

The actual consideration or value whichever is greater, for this transfer is $120,000.00.

Affiant

Subscribed and sworn to before me, this the 2nd day of July, 1998.

NOTARY PUBLIC

My commission expires: 1/27/2001

RICHARD W. SEBASTIAN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
AT LARGE
Richard W. Sebastian
My Commission Expires
January 27, 2001
STATE OF TENNESSEE

9325 07/02 0101 03CHECK 459.00

**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 11005 PAGE 247

| | | |
|---|---|---|
| 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 120000.00
CON TX 444.00
PRFEE 1.00
WDEED 12.00
CFEE 2.00
TOTAL 459.00
CHECK 459.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 0001 9325

98 JUL -2 PM 4:09

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

045851 7 IDENTIF. ↑ REFERENCE

**No.** 1315093