0513740

IDENTIF. ↑ REFERENCE

PREPARED BY (AND RETURN TO):

WILKINS & IVEY
Attorneys At Law
2405 Crestmoor Road; P.O. Box 150157
Nashville, Tennessee 37215-0157
Ph. (615) 298-3312 - Fax. 292-8746
E-mail: wilkins.ivey@worldnet.att.net

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BILL CAPPS REGISTER
DAVIDSON COUNTY, TN.

W & I Ref: (gj) Title No: 40441
Dav. Co. File: Box 8

BOOK 11208 PAGE 435

ADDRESS NEW OWNER:	RESPONSIBLE FOR TAX PAYMENT:
Bijan Eghtedari Leigh Ashley Eghtedari 184 Moultrie Park Nashville, Tennessee 37205	Chase Manhattan Mortgage Corp 8500 S.W. 117 Rd, Suite 130 Miami, FL 33183

TAX MAP-PARCEL NUMBERS: 116-08-G-184

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$ 402500.00,** cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Fredric J. Willms and spouse, Eleanor L. Willms,** hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Bijan Eghtedari and spouse, Leigh Ashley Eghtedari,** hereinafter called the **Grantee**, Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

LAND in Davidson County, Tennessee, being Lot No. 184 on the Plan of Sugartree Phase 3 (Revised), as of record in Plat Book 5050, Pages 67 thru 71, amended in Book 5169, Page 426, Book 5191, Page 412, Book 5222, Page 468, Book 5238, Page 93, Book 5585, Page 972, Book 5772, Page 506, Book 6385, Page 370, Register's Office for said County, to which plan reference is made for a more complete description.

BEING the same property conveyed to Fredric J. Willms and Eleanor L. Willms as tenants in common by deed from Garry E. Hill and wife, Peggy M. Hill of record in Book 9727, Page 503, Register's Office for Davidson County, Tennessee.

Description Reference: The description is the same as that used in the last deed prior to this transaction..

This conveyance is subject to: Taxes for 1999, and subsequent years; The Plan, with Owner's Certificate, of record in Plat Book 5050, Pages 67-71, amended in Book 5169, Page 426, Book 5191, Page 412, Book 5222, Page 468, Book 5238, Page 93, Book 5585, Page 972, Book 5772, Page 506, Book 6385, Page 370, said Register's Office.; The Declaration of Covenants, Conditions and Restrictions of record in Book 4857, Page 157, as amended in Book 4911, page 156, Book 4996, Page 126, Book 5003, Page 688, Book 5087, Page 220, Book 5152, Page 401, Book 5514, Page 138, Book 5691, Page 61, said Register's Office, which sets forth assessments, liens and other matters, to which Declaration reference is hereby made for more particulars. Mortgage Loan Inspection by John Kohl & Co., P.C., dated November 3, 1998, which discloses that the deck and house violate the 30' minimum building setback line and that the patio encroaches the 20' public utility and drainage easement.

This instrument is executed on behalf of Fredric J. Willms by Eleanor Lee Willms as Attorney in Fact pursuant to a Power of Attorney being recorded concurrently herewith. The affidavit of said Attorney in Fact is attached as "Exhibit A" to or on this instrument and

incorporated herein by reference. BOOK 11208 PAGE 436

This is improved property, known as: 184 Moultrie Park, Nashville, Tennessee 37205

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, Grantee's heirs or assigns, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seised 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.

GRANTOR FURTHER COVENANTS and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS THE EXECUTION HEREOF this 12th day of November, 1998.

Fredric J. Willms
Fredric J. Willms, By: Eleanor Lee Willms, Atty-In-Fact

Eleanor L. Willms
Eleanor L. Willms

State of Tennessee
County of Davidson

On this 12th day of November, 1998, before me the undersigned authority, personally appeared **Eleanor L. Willms**, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged the execution as a free act and deed.

My Commission Expires: NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN. My Commission Expires 9/[illegible]/99

Notary Public

State of Tennessee
County of Davidson

AFFIDAVIT

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is: $ 402500.00

Affiant

Sworn and subscribed before me on the 12th day of November, 1998.

My Commission Expires: NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN. My Commission Expires 9/18/99

Notary Public

State of Tennessee
County of Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Eleanor Lee Willms**, with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument on behalf of **Fredric J. Willms**, as Attorney-in-Fact, as a free act and deed of the said Principal(s).

Witness my hand and official seal at Nashville, Tennessee, this the 12th day of November, 1998.

Notary Public

My Commission Expires:

CHRISTY WILLIS IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires 9/18/99

EXHIBIT "A"
To
WARRANTY DEED

FROM: Fredric J. Willms and Eleanor L. Willms

TO: Bijan Eghtedari and Leigh Ashley Eghtedari

A F F I D A V I T

The undersigned Affiant, being first duly sworn, deposes and says as follows:

1. That the document to which this affidavit is exhibited was executed by the undersigned as attorney-in-fact for the principal(s) thereon shown.

2. That the execution is proper and within the scope of the power-of-attorney referenced in the instrument.

3. That at the time of execution of said document the Affiant had no knowledge or notice of the termination of the power-of-attorney, either by revocation or by a principal's death, disability, or incapacity.

Further the Affiant Saith not.

Eleanor Lee Willms, Affiant

Sworn to and subscribed before me this

12th day of November, 1998.

Notary Public

My Commission Expires:

CHRISTY WILLIS IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires 9/18/99

8225 11/17 0101 03CHECK

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

RECEIVED OF BOOK 11208 PAGE 438

FOR

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			CAMT 402500.00	
			CON TX 1489.25	
			PRFEE 1.00	
			WDEED 12.00	
			CFEE 2.00	
			TOTAL 1504.25	
			CHECK 1504.25	
11/17/98	01		14:08 0001 8225	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0513740
IDENTIF. ▲ REFERENCE

98 NOV 17 PM 2:09

BILL GARNER II REGISTER
DAVIDSON COUNTY, TN.

No. 1373298