RETURN TO:
COMMONWEALTH TITLE AGENCY
OF [illegible], INC.
333 GALLATIN RD. SOUTH
MADISON, TN 37115

This Instrument Prepared by L. Sawczyn
Two Devon Square 744 W. Lancaster Ave.
Wayne, Pa 19087-2594

BRNF-00208

BOOK 11397 PG. 885

# WARRANTY DEED

THIS INDENTURE, made this 19th day of June, A.D., 19 98, between LOUIS PHETTEPLACE, IV and CHERYL LEE PHETTEPLACE, husband and wife

Tennessee, First Parties, and

JEFFREY HITT

Tennessee, Second Parties

**WITNESSETH**; that said First Parties, for and in consideration of the sum of TEN AND NO/100----------($ 10.00----------) DOLLARS and other good and valuable consideration to us in hand paid by Second Parties, the receipt of which is hereby acknowledged,

WE have granted, bargained, sold and conveyed, and do hereby grant, bargain, sell and convey unto the said Second Parties the following described premises, to wit:

Land in Davidson County, Tennessee, being Building Envelope 207, on the plan of Lexington, a Planned Unit Development of record in Book 6250, pages 340 and 341, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.

BEING the same premises which Akbar K. Arab, by Deed dated 1-25-89 and recorded in Davidson County, Tennessee in Deed Book Volume 7760, Page 621&c., granted and conveyed unto Louis Phetteplace, IV and Cheryl Lee Phetteplace, husband and wife, in fee.

Cheryl Lee Phetteplace joins in the here in deed for the sole purpose to convey any right, title or interest she may have in and to the subject property marital or otherwise.

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead and dower therein. TO HAVE AND TO HOLD THE said premises to the said Second Parties, their heirs and assigns forever.

And said First Parties, for themselves and for their heirs, executors and administrators do hereby covenant with said Parties, their heirs, and assigns, that they are lawfully seized in fee simple of the premises above conveyed and have full power, authority and right to convey the same, and that said premises are free from all encumbrances except PLEASE SEE EXHIBIT "A" ATTACHED HERETO

and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

Whenever in this instrument a pronoun is used it shall be construed to represent either **singular or plural**, as the case may demand.

**RECORDERS MEMO**
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

IN WITNESS WHEREOF the said First Parties hereunder set their hands and seals the day and year first above written.

_____(L.S.) Louis Phetteplace IV (L.S.)
Louis Phetteplace, IV

_____(L.S.) Cheryl Lee Phetteplace (L.S.)
Cheryl Lee Phetteplace

STATE OF TENNESSEE }
COUNTY OF }:ss

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State **LOUIS PHETTEPLACE, IV and CHERYL LEE PHETTEPLACE, husband and wife,** the within named 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 instrument for the purposes therein contained.

Witness my hand and official seal at office, in Washington County, this 19th day of June 19 98

Deborah A. Schuppel
Notary Public

My Commission expires 1998

NOTARY PUBLIC DEBORAH A. SCHUPPEL STATE OF WISCONSIN

**RECORDERS MEMO**
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

THE NAME AND ADDRESS OF A PROPERTY OWNER
OWNER JEFFREY HITT
ADDRESS 4049 Brandywine Pointe Blvd.
OLD HICKORY, TN 37138

PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF TAXES:
SAME
ADDRESS

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $130,000.00. Affiant Jeffrey Hitt.
JEFFREY HITT

Subscribed and sworn to before me this 22nd day of June 19 98.

NOTARY PUBLIC DEBORAH A. SCHUPPEL STATE OF WISCONSIN

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 22nd day of March, 1999,

Notary Public

NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public
NOTARY PUBLIC

comm. exp 3/28/2000

EXHIBIT 'A'

1. All REAL PROPERTY taxes for the year 1999 and subsequent years not yet due and payable (MAP 64-12C, PARCEL 207).

2. All matters as set forth on the Plan of record in Plat Book 6250, page 340-341, said Register's Office, which plan includes a 20-foot minimum building setback line from property line and a 10-foot public utility and drainage easement along the northerly lot line.

3. Declaration of Covenants, Conditions and Restrictions, of record in Book 6503, Page 1, and the By-Laws appended thereto, Register's Office for DAVIDSON County, Tennessee.

4. Amended Charter of Lexington Homeowners Association, Inc., of record in Book 8204, page 354, said Register's Office

0565094
REFERENCE
99 MAR 24 PM 12:57
00-964 496.00

# OFFICIAL RECEIPT

**BILL GARRETT**
**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

**RECEIVED OF** _____

**FOR** _____

| | | | | | |
|---|---|---|---|---|---|
| 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 | CFEE | - COMPUTER FEE | PRFEE | - PROBATE FEE |

BOOK 11397 PG. 888

0565094

IDENTIFICATION REFERENCE

99 MAR 24 PM 12:57

CAMT
130000.00
CON TX 481.00
PRFEE 1.00
WDEED 12.00
CFEE 2.00
TOTAL 496.00
CHECK 496.00

03/24/99 01 12:56 0001 2825

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

**No.** 1441910