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@home.com

BOOK 11535 PAGE 25

W & I Ref: (sk) Title No: 40960
Dav. Co. File: Box 8

FILE BOX 19B

99-6-24-Q

930.75

ADDRESS NEW OWNER:	RESPONSIBLE FOR TAX PAYMENT:
Ronald A. Nelson Laura M. Nelson 121 Amherst Way Nashville, TN 37221	SUNTRUST BANK, NASHVILLE, N.A. P.O. Box 305110/7th Floor Nashville, TN 37230-5110

TAX MAP-PARCEL NUMBERS: 142-16-B-52

99 JUN 18 PM 3:47

060117735

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$ 247,500.00,** cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **William J. Gavlak, married,** hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Ronald A. Nelson and spouse, Laura M. Nelson,** 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. 52 on the Plan of Arlington Green, Phase I, of record in Book 6900, page 399, and amended in Book 7517, page 281, said Register's Office.

SAID Lot No. 52 fronts 79.09 feet on the southerly margin of Amherst Way and extends back 129.14 feet on the westerly line and 124.92 feet on the easterly line to a dead line in the rear, measuring 96.78 feet thereon.

BEING the same property conveyed to William J. Gavlak, unmarried by deed from Priscilla N. Bauercamper and spouse, Charles D. Bauercamper of record in Book 10354, page 318, Register's office for Davidson County, Tennessee. The said William J. Gavlak has since been married.

Kimberly E. Gavlak joins in this conveyance strictly to convey any and all marital interest she may have in the above described property.

Kimberly E. Owen and Kimberly E. Gavlak are one in the same person.

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 6900, Page 399 and amended in Book 7517, page 281, said Register's Office, which Plan shows a 20 foot minimum building setback line from Amherst Way, together with a designated building site and 10 foot and 15 foot easement for public utility and drainage purposes along the westerly and front lines and a 10 foot easement for public utility and drainage purposes along the rear line of said lot with a 10 inch sewer line lying therein, and a fire hydrant located on the northwesterly front corner of said lot to which plan reference is made for a more complete description thereof; The Declaration of Covenants, Conditions and Restrictions of record in Book 8120, page 402, Book 8120, page 485, Book 8180, page 230, Book 8181, page 62, and Book 8902, page 963, said Register's Office, which sets forth assessments, liens and other matters, to which Declaration reference is hereby made for more

particulars.

This instrument is executed on behalf of William J. Gavlak and Kimberly E. Gavlak by Lois A. Fink 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.

This is improved property, known as: 121 Amherst Way, Nashville, TN 37221

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 16th day of June, 1999.

William J. Gavlak, By: Lois A. Fink, Attorney-in-Fact

William J. Gavlak, By: Lois A. Fink, Atty-In-Fact

Kimberly E. Gavlak, By: Lois A. Fink, Atty-in-Fact

Kimberly E. Gavlak, By: Lois A. Fink, Atty-in-Fact

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 **Lois A. Fink**, 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 **William J. Gavlak and Kimberly E. Gavlak** 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 16th day of June, 1999.

Notary Public

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

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: $ 247,500.00

Affiant

Sworn and subscribed before me on the 16th day of June, 1999

Notary Public

My Commission Expires: 5/28/03

PETER WEISS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN

Wldoc: Deed Wty—12/92

EXHIBIT "A"
To
WARRANTY DEED

FROM: William J. Gavlak

TO: Ronald A. Nelson and Laura M. Nelson

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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.

Lois A Fink, Affiant
Lois A. Fink, Affiant

Sworn to and subscribed before me this
16th day of June, 1999.

Notary Public

My Commission Expires:_____

NOTARY PUBLIC IN WILLIS
DAVIDSON COUNTY, TENN.
My Commission Expires 9/18/99

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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

0601735

IDENTIF. # REFERENCE

99 JUN 18 PM 3:47

REGISTER
DAVIDSON CO. TN.

CAMT
247500.00
CON TX 915.75
PRFEE 1.00
WDEED 12.00
CFEE 2.00
TOTAL 930.75
CHECK 930.75

06/18/99 01 15:51 0001 1798

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1480368