**BOX 44**

**THIS INSTRUMENT PREPARED BY:**
**George V. Crawford, Jr.**
**GULLETT, SANFORD, ROBINSON & MARTIN, PLLC**
230 Fourth Avenue, North
P. O. Box 198888
Nashville, Tennessee 37219-8888
(615) 244-4994

Instr:200007210072254 Page: 1 OF 3
REC'D FOR REC 07/21/2000 1:20:49PM
RECORD FEE: $15.00
M. TAX: $0.00 T. TAX: $488.03

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

The actual consideration or value, whichever is greater, for this transfer is $131,900.00.

David W. Blythe
**Affiant**

Subscribed and sworn to before me, this 20th day of July, 2000.

Notary Public

My Commission Expires: 10/25/2003

Address New Owner As Follows:
David W. Blythe and
Shannon E. Johnson
601 Old Hickory Blvd., #101
Brentwood, TN 37027

Send Tax Bills To:
SunTrust Bank
P.O. Box 305110
Nashville, TN 37230-5110

Map-Parcel Number:
171-3B-284

## WARRANTY DEED

**FOR AND IN CONSIDERATION** of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid by the hereinafter named Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, **PULTE HOMES TENNESSEE LIMITED PARTNERSHIP**, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto **DAVID W. BLYTHE, UNMARRIED AND SHANNON E. JOHNSON, UNMARRIED, AS JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP**, hereinafter called the Grantees, their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Unit No. 46, Phase Two, Section Seven on the Plan of Townhomes of Fredericksburg, a Residential Planned Unit Development, of record in Book 9700, page 957, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Pulte Homes Tennessee Limited Partnership by deed from Lori A. Shepard, an unmarried woman, of record as Instrument No. 200007180070827, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. 2000 Metro taxes, a lien but not yet due and payable, which have been prorated and assumed by Grantees. By acceptance of delivery of this instrument, Grantees assume and agree to pay such taxes as and when such become payable and to indemnify and hold harmless Grantor from liability and loss therefrom.

2. All matters as shown on the Plan of record in Book 9700, page 957, Register's Office for said County.

3. Agreement for Dedication of Easement for Sanitary Sewers, Storm Drainage, Water Mains and Apputenances of record in Book 7358, page 643, Register's Office for Davidson County, Tennessee.

4. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 7993, page 269, Register's Office for Davidson County, Tennessee.

5. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 9607, page 431, Register's Office for Davidson County, Tennessee.

6. Restrictive covenants recorded in Book 7798, Page 843, Register's Office for said County.

7. By-Laws of Fredericksburg Homeowners Association, Inc., of record in Book 8920, page 45, and as amended in Book 10694, page 539, Register's Office for said County.

8. Declaration of Covenants, Conditions, and Restrictions, including, but not limited to, easements, assessments, special assessments, charges and liens, contained in an instrument of record in Book 8920, page 65, and as amended in Book 9500, page 393, and further amended in Book 9860, page 840 and in Book 10694, page 541, Register's Office for said County.

9. Declaration of Covenants and Restrictions, including, but not limited to, easements, assessments, special assessments, charges and liens, contained in an instrument of record in Book 11550, page 531, and as amended in Book 11682, page 75, Register's Office for said County.

10. By-Laws of Fredericksburg Townhome Association, Inc., of record in Book 11550, page 554, Register's Office for said County.

This is improved property known as 601 Old Hickory Blvd., #101, Brentwood, TN 37027

**TO HAVE AND TO HOLD** the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs and assigns, forever; and it covenants with the said Grantees that it is 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 further covenants and binds itself, its successors and assigns, 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 person whomsoever.

Box 44

**WITNESS** my hand this 20th day of July, 2000.

**PULTE HOMES TENNESSEE LIMITED PARTNERSHIP**

By: Marian Dunkerley
Marian Dunkerley, Closing Coordinator

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **MARIAN DUNKERLEY,** with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is the **Closing Coordinator,** of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

**WITNESS** my hand, at office, this 20th day of July, 2000.

V. CRAWFORD, JR. NOTARY PUBLIC AT LARGE GEORGIA DAVIDSON CO.

Notary Public

My Commission Expires: 10/25/2003