Warranty Deed

This Instrument Prepared By:
Marbut Glenn Gaston, Jr., Attorney at Law
2211 Crestmoor Rd., Nashville, TN 37215 (615) 385-2804 TnSupCt# 003143

Old Republic Title: Owner's Title Number: _____

Name & Address of Property Owner:	Send Tax Bills To:	Map & Parcel Numbers:
Daniel W. Drake		Map: 117-13-B
130 Abbottsford	SAME	Parcel: 033.00-CO
Nashville, TN 37215		7DA-91385

For and in Consideration of the sum of $ **845,000.00** cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged,

Marbut Glenn Gaston, Jr., Trustee, as Trustee with full power to mortgage, lease, sell, encumber, restrict, convey, and/or otherwise dispose of said property in any manner whatsoever he deems without the requirement of the joinder of any Trustor or Beneficiary of said Trust,

hereinafter called the **GRANTORS**, have bargained and sold, and by these presents do transfer and convey unto

Daniel W. Drake

hereinafter called the **GRANTEES**, their heirs and assigns, a certain tract or parcel of land described as follows, to wit:

Land in Davidson County, Tennessee, and being **Lot No. 130** on the plan of **Abbottsford, Phase One**, a P.U.D., as of record at **Plat Book 6250, pages 419-421, inclusive,** as amended at Book 6771, page 683, and as corrected by Surveyor's Instrument of correction at Book 6800, page 164, all of record in the Register's Office for said County, and all to which reference is hereby made and the same incorporated herein for a complete description of said lot.

Being all the same property conveyed to the grantor herein by deed as of record at Instrument Number **Book 10696, page 359**, in said Register's Office, and the above description is the same as appears therein.

This conveyance is subject to current year's property taxes which have been prorated this date and the grantee assumes in full (if this proration is based on prior year's taxes or the best-information available as of this date, grantor expressly agrees to reimburse grantee for any difference in the prorated amount within 30-days of written notice of the same from grantee), and to restrictive covenants, plat limitations, easements, and/or other matters, as hereinafter stated, to wit:

Declarations of Covenants, Conditions, and Restrictions as of record at Book 6478, page 177, as amended at Book 6530, page 242, Book 6537, page 303, Book 8106, page 1, and Book 10458, page 810; Charter of Abbortsford Homeowners' Association and the By-Laws thereto at Book 6548, page 213, Book 8106, page 20, Book 8106, page 29, Book 8627, page 254, and Book 9381, page 876; all matters shown on said plan of record at Plat Book 6250, page 419, amended Book 6771, page 683 and Book 6800, page 164; Quitclaim Deed of "Common Areas" to Abbottsford Homeowners Assoc. at Book 7175, page 761, and Ageement with Metro Government at Book 6555, page 328, all said Register's Office.

Davidson County DEEDWARR
Recvd: 03/21/01 13:49 2pgs
Fees:11.00 Taxes:3126.50

20010321-0027442

This is **improved** property known as: 130 Abbottsford, Nashville, TN 37215
~~{unimproved~~ / improved}

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. We do covenant with said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise set out herein. We do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said land to the GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Where ever 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 our hands on this 20th day of **MARCH**, 20 **01**

Marbut Glenn Gaston, Jr., Trustee

STATE OF TENNESSEE:
COUNTY OF **DAVIDSON**:

The actual value or consideration, whichever is greater, for this transfer is $ **845,000.00**. Affiant

SUBSCRIBED AND SWORN TO BEFORE ME ON 3/20/01

My Commission Expires:

Notary Public

PAMELA WILKINS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE:
COUNTY OF **DAVIDSON** My Commission Expires MAY 30, 2004:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Marbut Glenn Gaston, Jr. **who is acting as** Marbut Glenn Gaston, Trustee, as Trustee with full powers

the bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed this Warranty Deed for the purposes therein contained. WITNESS my hand and official seal at office on MARCH 20, 2001.

My Commission Expires: 10-25-2003

Notary Public

RALPH J. RANDOLPH NOTARY PUBLIC AT LARGE

STATE OF TENNESSEE:
COUNTY OF _____:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, personally appeared

with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged _____self to be the _____ of _____, the within named bargainor, a _____, and that _____, as such _____, being authorized so to do, executed this Warranty Deed for the purposes therein contained, by signing the name of said _____, by _____self as such _____. WITNESS my hand and official seal at office on _____.

My Commission Expires: _____

Notary Public