Davidson County DEEDWARR
Recvd: 06/15/01 12:23 3pgs
Fees:15.00 Taxes:861.27

20010615-0063512

Box 44

THIS INSTRUMENT PREPARED BY: **Wesley D. Turner** **GULLETT, SANFORD, ROBINSON & MARTIN, PLLC** 230 Fourth Avenue, North P. O. Box 198888 Nashville, Tennessee 37219-8888 (615) 244-4994	STATE OF TENNESSEE) COUNTY OF WILLIAMSON) The actual consideration or value, whichever is greater, for this transfer is $232,777.00. William D. Janes, Trustee **Affiant** Subscribed and sworn to before me, this 15th day of June, 2001. Wesley D. Turner Notary Public My Commission Expires: [illegible]

Address New Owner As Follows: The Janes Living Trust 13 Ashington Lane Brentwood, TN 37027	Send Tax Bills To: SAME	Map-Parcel Number: 160-11-A-102 CO Field Book No. 6DU 81671

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 Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, **WILLIAM H. TEMPLE AND WIFE, CECELIA W. TEMPLE**, hereinafter called the Grantors, have bargained and sold, and by these presents does transfer and convey unto **WILLIAM D. JANES AND DOROTHY A. JANES, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, OF THE JANES LIVING TRUST, dated August 29, 1994, any amendments thereto,** hereinafter called the Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Lot No. 102 on the Plat of Hemmingwood, Phase I, II, III and IV of record in Book 6900, pages 6, 7 and 8, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to William H. Temple and wife, Cecelia W. Temple, by deed from Dean D. Dixon and wife, Joan S. Dixon, of record in Book 10570, page 664, Register's Office for Davidson County, Tennessee.

A new legal description was not prepared for this transaction. The legal description is the same as the previous instrument of record.

This conveyance is made subject to:

1. 2001 Metro taxes, a lien but not yet due and payable, which have been prorated and assumed by Grantee. By acceptance of delivery of this instrument, Grantee assumes and agrees to pay such taxes as and when such become payable and to indemnify and hold harmless Grantors from liability and loss therefrom.

2. Matters as shown on the Plan of record in Book 6900, pages 6-8, Register's Office for Davidson County, Tennessee.

3. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4974, page 788, Register's Office for said County.

4. Charter of Hemmingwood Homeowner's Association, Inc., of record in Book 6704, page 373 and amended in Book 6936, page 893, Register's Office for said County.

5. Declaration of Covenants, Conditions and Restrictions of record in Book 6730, page 329, as amended by First Amendment of record in Book 6892, page 540, as further amended by Second Amendment of record in Book 6925, page 268, as corrected by Instrument of record in Book 6948, page 268, as further amended by Third Amendment of record in Book 7269, page 387, as amended by Fourth Amendment of record in Book 7474, page 205, Register's Office for said County.

6. Storm Water Detention Agreement of record in Book 6728, page 673, Register's Office for Davidson County, Tennessee.

This is improved property known as 13 Ashington Lane, 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 Grantee, its successors and assigns, forever; and we covenant with the said Grantee 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 herein set out; and further covenant and bind ourselves, our heirs and assigns, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns, against the lawful claims of all person whomsoever.

WITNESS our hands this 15th day of June, 2001.

William H. Temple
William H. Temple

By: Cecelia W. Temple
Cecelia W. Temple, Attorney-in-Fact

Cecelia W. Temple
Cecelia W. Temple

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **CECELIA W. TEMPLE**, 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 Attorney-in-Fact 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 15th day of June, 2001.

Wesley D. Turner
Notary Public

My Commission Expires: 3/29/03

WESLEY D. TURNER NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

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