Davidson County DEEDWARR
Recvd: 06/18/01 09:42 2pgs
Fees:10.00 Taxes:0.00
20010618-0063987

# Warranty Deed

****** A CORRECTION 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: not applicable
**Correction Instrument Number: 20001026-0106248 RODCT**

| Name & Address of Property Owner: | Send Tax Bills To: | Map & Parcel Numbers: |
|---|---|---|
| Argon Realty Investments | See Deed to Betty Clark Moore | Map: 131-7-E |
| 632 Melrose Avenue | the third deed in this correc- | Parcel: 007 |
| Nashville, TN 37211 | tion deed chain of title | 16DA-40511 |

**For and in Consideration** of the sum of $ 202,500.00 cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged,

Harold Patton Smith, a married person, joined by his spouse Amy J. Smith for the sole purpose of conveying any right, title, and/or *

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

Argon Realty Investments, a Tennessee General Partnership, with Patrick J. Riley, Jr., managing partner

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

A condominium apartment in Davidson County, Tennessee, and being **Unit 4-B** on the plan of **Evergreen**, a horizontal property regime pursuant to the Tennessee Horizontal Property Act, as established by **Master Deed** of record at **Book 6936, page 936** and as shown on the Plan as Exhibit "C" to said Master Deed and as shown on the plan of record at Plat Book 6250, page 589, both of record in the Register's Office for said County, and both to which reference is hereby made and the same incorporated herein for a complete description of said Unit, together with all fixtures, wall coverings, appliances, floor coverings, and/or other improvements therein, and further with the undivided interest in the general and limited common elements appurtenant thereto, all of which provides a complete description of said Unit and of the conveyance hereby made.

Being all the same property conveyed to the grantor herein by deed as of record at Instrument Number **Book 9985, page 613**, 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:

Master Deed of record at Book 6936, page 936, Restrictive Covenants of record at Book 6519, page 623, Charter of Evergreen HomeOwners' Assoc. of record at Book 6945, page 490, and the matter shown on the plan at Plat Book 6250, page 589, all said Register's Office.

**THIS INSTRUMENT IS A CORRECTION WARRANTY DEED to correct the legal description as contained in the prior deed as of record at Book 20001026-page 0106248 , said Register's Office,** and this correction relates to and effective with the date of said deed which this instrument corrects.

*interest she has or may have in the herein described property by virtue of her marital status with said Grantor, but not further or otherwise, and expressly without making warranties as to title.

This is **improved** property known as: 1920 Randolph Place, 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 3rd day of **JUNE**, 20 **01**

Harold Patton Smith

Amy J. Smith

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

The actual value or consideration, whichever is greater, for this transfer is $ Ø as tax was paid in the original deed at Book 20001026-01062428 **RODCTn**

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME ON 6-8-01

My Commission Expires: **10-25-2003**

Notary Public

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

Harold Patton Smith and wife Amy J. Smith

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 6-8-01.

My Commission Expires: **10-25-2003**

Notary Public

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