Bk 44

Davidson County DEEDWARR
Recvd: 07/23/01 10:34 2pgs
Fees:13.00 Taxes:148.00

20010723-0077662

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 $40,000.00. Lubie W. Treas **Affiant** Subscribed and sworn to before me, this 20th day of July, 2001. Wesley D. Turner Notary Public My Commission Expires:

WESLEY D. TURNER NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Address New Owner As Follows:
Lubie W. Treas and
Daytha D. Treas
2302 Redar Ridge
Antioch, TN 37013

Send Tax Bills To:
Same as New Owner

Map-Parcel Number:
161-4-42

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, **HUGH C. CATES AND WIFE, HELEN M. CATES,** hereinafter called the Grantors, have bargained and sold, and by these presents do transfer and convey unto **LUBIE W. TREAS AND WIFE, DAYTHA D. TREAS**, hereinafter called the Grantees, their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Land in the 6th Civil District of Davidson County, Tennessee, being Lot No. 23 on the Plan of Kingswood Park, as of record in Book 2900, page 70, Register's Office for said County, to which plan reference is hereby made for a more complete description of said lot.

Being the same property conveyed to Hugh C. Cates and wife, Helen M. Cates by deed from David Lipscomb University, of record in Book 11410, page 375, Register's Office for Davidson County, Tennessee.

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 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 Grantors from liability and loss therefrom. The proration at closing shall be final.

2. All matters as shown on the Plan of record in Book 2900, page 70, Register's Office for Davidson County, Tennessee.

3. Restrictive covenants recorded in Book 3030, Page 491, Register's Office for Davidson County, Tennessee.

This is improved property known as 400 Larkway Court, Nashville, TN 37211.

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 we covenant with the 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 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 Grantees, their heirs and assigns, against the lawful claims of all person whomsoever.

WITNESS our hands this 20th day of July, 2001.

Hugh C. Cates

Helen M. Cates

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **HUGH C. CATES**, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 20th day of July, 2001.

Notary Public

My Commission Expires: 3/29/03

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **HELEN M. CATES**, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 20th day of July, 2001.

Notary Public

My Commission Expires: 3/29/03

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