Davidson County DEEDWARR
Recvd: 08/13/01 10:59 2pgs
Fees:12.00 Taxes:0.00
20010813-0086895

THIS INSTRUMENT PREPARED BY:
K. Gabriel Heiser, Esq.
LAW OFFICES OF K. GABRIEL HEISER
155 Franklin Road, Suite 137
Brentwood, TN 37027

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that JOYCE GARVIN SINCLAIR, Grantor, for and in consideration of Ten Dollars ($10.00), cash in hand paid, together with other good, valuable, and satisfactory consideration, the receipt of all of which is hereby acknowledged, does hereby grant, bargain, convey, and transfer all of her right, title and interest in the property described below to JOYCE GARVIN SINCLAIR, Trustee, or her successors in trust, under the JOYCE GARVIN SINCLAIR LIVING TRUST, dated August 8, 2001. Said trust is a revocable living trust. Said real estate is located in Davidson County, Tennessee, and is more particularly described as follows, to-wit:

Unit No. 9304 (Parcel No. 160), together with the carport designated No. 9304-C, in RIVER PLANTATION, SECTION ELEVEN, PHASE 4, a Condominium, a Horizontal Property Regime, located on Sawyer Brown Road, Bellevue, Davidson County, Tennessee, as shown on the plat of River Plantation, Section Eleven, Phase 4, Condominium Apartments, recorded in Book 9700, pages 884 and 885, which was voided and vacated by Book 9700, page 971, as corrected by Surveyor's Certificate of Correction (relating to Parcel 164 only), of record in Book 11684, page 675, and by Surveyor's Certificate of Correction in Instrument No. 200006300065336, Register's Office for Davidson County, Tennessee, and described in a Master Deed recorded in Book 10628, page 661, and annexation document of record in Book 11432, page 903, Register's Office for Davidson County, Tennessee, to which reference is hereby made. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the apartments, property, co-owners and tenants of River Plantation, Section Eleven, Phase 4, Condominium Apartments, contained in the Master Deed and By-Laws appended thereto, recorded in Book 10628, page 661, and Plat in Book 9700, page 971, et. seq., Register's Office for Davidson County, Tennessee, as applied to Section Eleven, Phase 1A, by annexation document of record in Book 11029, page 592, and Plat Book 9700, page 694; Section Eleven, Phase 2, by annexation document of record in Book 11156, page 361, and Plat Book 9700, page 748; Section Eleven, Phase 3, by annexation document of record in Book 11332, page 184, and Plat Book 9700, page 835, said Register's Office, are incorporated in this deed by reference and made a part hereof the same as though copied herein.

This conveyance is subject to the aforesaid Master Deed, By-Laws, Plats annexation documents and is also subject to the Covenants, Conditions and Restrictions for the River Plantation Sections 8-11 Umbrella Association, Inc., of record in Book 7389, page 924, Plat in Book7900, pages 745, et. seq., as re-recorded in Book 7900, page 945 Register's Office for said County and to taxes for the year 2000.

Being the same property conveyed to JOYCE GARVIN SINCLAIR by deed from Haury and Smith Contractors, Inc., dated December 19, 2000, of record as Instrument No. 20001222-0125524, Register's Office for Davidson County, Tennessee.

This is improved property known as 9304 Sawyer Brown Road, Nashville, Tennessee 37221.

TO HAVE AND TO HOLD the same unto the Grantee and Grantee's successors and assigns forever; and Grantor hereby covenants to and with the Grantee and Grantee's successors and assigns that Grantor is lawfully seized and possessed of the above-granted premises in fee simple and has a good and lawful right to convey it, and the same is unencumbered, except as otherwise herein set forth, and subject to restrictive

covenants of record and all liens and records of encumbrance. Grantor further covenants and binds herself, her heirs and representatives, to warrant and forever defend the title to said premises and every part and parcel thereof to the said Grantee against the lawful claims and demands of all persons whomsoever, except those claiming under the above-described encumbrances.

The liability and obligations of the Grantor to Grantee and Grantee's successors and assigns under the warranties and covenants contained herein or provided by law shall be limited to the extent of coverage that would be available to Grantor under a standard policy of title insurance. The limitations contained herein expressly do not relieve Grantor of any liability or obligations under this instrument but merely define the scope, nature, and amount of such liability or obligations.

No abstract or survey furnished for preparation of this instrument. This description is the same used in the previous deed of record.

ANY TRUSTEES [OR ANY SUCCESSOR TRUSTEE(S)] TO HAVE the full power to sell, mortgage, rent, lease and convey or otherwise encumber, without the joinder or consent of any beneficiary, and without the purchaser, lender, mortgagee, tenant or transferee being required to see to the distribution and application of any proceeds of sale, loan or rent.

IN TESTIMONY WHEREOF, this instrument was executed on August 8, 2001.

JOYCE GARVIN SINCLAIR

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, a Notary Public in and for said state and county, duly commissioned and qualified, personally appeared JOYCE GARVIN SINCLAIR, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and Notarial Seal on August 8, 2001.

K. GABRIEL HEISER NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TENN.

NOTARY PUBLIC
My Commission expires: My Commission Expires October 05, 2004

Property address:
9304 Sawyer Brown Road
Nashville, TN 37221

Mail Tax Bills To:
JOYCE GARVIN SINCLAIR
9304 Sawyer Brown Road
Nashville, TN 37221

PARCEL I.D.
Map 142-13-C
Parcel 160

NOTE TO REGISTER OF DEEDS: This transfer is to a revocable living trust, and pursuant to T.C.A. § 67-4-409(a)(3)(F) such transfer is exempt from the recordation tax; further, pursuant to T.C.A. § 67-4-409(a)(5), no oath of value is required in such transaction.