Davidson County DEEDWARR
Recvd: 09/13/01 09:16 3pgs
Fees:18.00 Taxes:185.00
20010913-0099777

This Instrument Prepared By:
John T. Gwin, Attorney at Law
2800 North Mt. Juliet Road
Mt. Juliet, Tennessee 37122-3008

ADDRESS NEW OWNER:
Ellis Hale and wife, Frances J. Hale
259 Wilowen Drive
Nashville, Tennessee 37210

SEND TAX BILL TO:
Owner

MORTGAGEE:

MAP **107-14-0**
GROUP
PARCEL **161.00**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Blanche Hawthorne Bagwell, a widow,** hereinafter called the Grantor, has bargained and sold, and by these presents, does transfer and convey unto **Ellis Hale and wife, Frances J. Hale**, hereinafter called the Grantees, their heirs and assigns, that certain tract or parcel of land located in Davidson County, State of Tennessee, described as follows, to-wit:

Being Lot No. 92 on the Map of Miro Meadow, as of record in Book 1424, pages 94 and 95, Register Office for said County.

Said Lot No. 92 fronts 70 feet on the westerly side of McGavock Pike and runs back between parallel lines 143 feet to a dead line.

Being the same property conveyed to Andrew J. Bagwell and wife, Blanche Hawthorne Bagwell by deed from Hardin G. Hime and wife, Bertha Hime dated March 21, 1955, of record in Book 1424, page s 94 and 95, Register's Office for Davidson County, Tennessee. The said Andrew J. Bagwell has since died.

This is improved property known as 1011 Briley Parkway, Nashville, Tennessee 37217.

Taxes for the current year have been settled between the parties. This conveyance is made subject all planning, zoning, and health department rules and regulations which may affect the premises. This conveyance is also made subject to the following matters:

1. Subject to Real Property Taxes for 2001, a lien not yet due and payable. Map 107-14-0, Parcel 161.00. If improvements are completed after January 1 of any year, the law requires supplemental assessment for the year in which the improvements are completed, as defined by Statute. Any applicable 2001 ad valorem real property taxes assessed by the Taxing Authority constitute a lien, due and payable.

2. Subject to restrictive covenants contained in an instrument of record in Book 1710, page 183, said Register's Office, and to which instrument reference is here made for the complete and exact terms, details and requirements thereof.

3. Subject to an easement for Metro Government as set forth in an instrument of record in Deed Book 400, page 4009, said Register's Office, to which instrument reference is here made for the exact terms and details thereof.

4. Subject to an additional easement for sanitary sewer as set forth in an instrument of record in Deed Book 1424, page 94 and 95, said Register's Office, to which instrument reference is here made for the exact terms and details thereof.

5. Subject to all of those facts, conditions and limitations shown on the Plat of record in Plat Book 1424, pages 94 and 95, Register's Office for Davidson County, Tennessee, including but not by way of limitation an Owner's Certificate; all setback lines and easements as depicted on said plat and health department rules and regulations. Reference is here made to said Plat for a complete depiction of all matters thereupon.

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,

Grantor does covenants with the said Grantees that she is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and warrants that the same is unencumbered unless otherwise herein set out; and,

Grantor does further covenant and bind herself, her heirs and representatives, 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 persons whomsoever.

WITNESS my hand this the 12th day of September, 2001.

Blanche Hawthorne Bagwell

Blanche Hawthorne Bagwell

STATE OF TENNESSEE)
COUNTY OF WILSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, **Blanche Hawthorne Bagwell**, the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within Warranty Deed for the purposes therein contained.

WITNESS my hand and official seal at office this 12th day of September, 2001.

Patricia M. Gwin
NOTARY PUBLIC

My Commission Expires: 12/15/2004

PATRICIA M. GWIN
NOTARY PUBLIC AT LARGE
WILSON COUNTY, TENNESSEE
My Commission Expires Dec. 15, 2004

STATE OF TENNESSEE)
COUNTY OF WILSON)

The actual value or consideration, whichever is greater, for this transfer is $50,000.00.

AFFIANT

Subscribed and sworn to before me on this 12th day of September, 2001.

Patricia M. Gwin
NOTARY PUBLIC
My Commission Expires: 12/15/2004

PATRICIA M. GWIN
NOTARY PUBLIC AT LARGE
WILSON COUNTY, TENNESSEE
My Commission Expires Dec. 15, 2004