This Instrument Prepared By:
**BROKERS ESCROW SERVICES, INC.**
**211 Donelson Pike, Suite 2, P. O. Box 140255**
**Nashville, Tennessee 37214**

Davidson County DEEDWARR
Recvd: 01/23/02 10:16 2pgs
Fees:13.00 Taxes:481.00
20020123-0008962

ADDRESS NEW OWNER:
**Cynthia Ann Modlin**
**1437 Aaronwood Drive**
**Old Hickory, Tennessee 37138**

SEND TAX BILL TO:
**Owner**

MORTGAGEE:
**Cash**

MAP **63-16**
GROUP **B**
PARCEL **141**

# WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named "GRANTEE", and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Stephanie A. Duke and husband, Rudy A. LaHoud** hereinafter called the "GRANTORS", have bargained and sold, and by these presents, do transfer and convey unto **Cynthia Ann Modlin, unmarried**, hereinafter called the "GRANTEE", her heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Being Lot No 223 on the Plan of Hampton Park (formerly Chitwood Downs, a Planned Unit Development) of record in Plat Book 6900, Page 550, 551 and 552 and Certificate of Correction of record in Book 7462, Page 445 and by an Amendment to Change Name of record in Book 8181, Page 112, all of record in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being the same property conveyed to Stephanie A. Duke, unmarried, by deed from Fox Ridge Homes, Inc. dated November 20, 1995, of record in Book 9877, page 387, Register's Office for Davidson County, Tennessee.

Taxes for the current year have been settled between the parties. Said property is transferred subject to the following matters:

1. Taxes resulting from supplemental, revised or corrected assessments under T.C.A., section 67-5-603, et. seq.

2. Subject to all of those facts, conditions and limitations shown on the Plat of record in Plat Book 9877, page 387, Register's Office for Davidson County, Tennessee.

3. Subject to all covenants, subdivision restrictions, easement and other matter of record in Plat Book 9877, page 387, said Register's Office.

4. Subject to restrictive covenants contained in an instrument of record in Book 7351, page 852, Book 7431, Page 204, Book 7451, Page 729, Book 8181, Page 112 and Book 8336, Page 393, said Register's Office, and to which instrument reference is here made for the complete and exact terms, details and requirements thereof.

5. CHARTER contained in an instrument of record in Book 8517, page 762, and Articles of Amendment of record iin Book 8833, Page 216, said Register's Office, and to which instrument reference is here made for the complete and exact terms, details and requirements thereof.

6. Subject to an easements set forth in an instrument of record in Book 2247, page 75, Book 7460, Page 930, Book 7489, Page 515, Book 8007, Page 235, Book 8739, Page 991, Book 8657, Page 179, said Register's Office.

7. Subject to Flood Plan easements, set forth in an instrument of record in Book 8207, Page 276 and Book 8951, Page 797, said Register's Office.

8. Subject to Ingress/Egress Easement of record in Instrument No. 20001002-0096889, said Register's Office.

9. Subject to all applicable zoning and planning restrictions, and all health department rules and regulations that may affect the premises.

10. The policy(s) to be issued in connection with this Commitment shall not provide any insurance as to the exact acreage or quantity of land contained in the insured tract.

11. Subject to Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey would disclose.

This is improved property known as 1437 Aaronwood Drive, Old Hickory, Tennessee 37138.

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", her heirs and assigns, forever, and,

GRANTORS do covenant with the said "GRANTEE" that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and warrants that the same is unencumbered, unless otherwise herein set out; and,

"GRANTORS", do further covenant and bind themselves, their heirs and assigns, to warrant and forever defend the title to the said land to the said "GRANTEE", and her heirs and assigns, against the lawful claims of all persons whomsoever. Wherever 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 this the 15th day of January, 2002.

Stephanie A. Duke

Rudy A. LaHoud

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

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

WITNESS my hand and official seal at office this 15th day of January, 2002.

NOTARY PUBLIC

REBECCA R. WAYNICK NOTARY PUBLIC AT LARGE WILSON CO. TENN

My Commission Expires:

My Commission E September 13, 20 3

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

The actual value or consideration, whichever is greater, for this transfer is $130,000.00.

Cynthia A. Modlin
AFFIANT

Subscribed and sworn to before me on this 15th day of January, 2002.

NOTARY PUBLIC

REBECCA R. WAYNICK NOTARY PUBLIC AT LARGE CO

My Commission Expires:

My Commission E 3
September 13, 2003