4/4

Davidson County DEEDWARR
Recvd: 01/30/02 09:03 3pgs
Fees:18.00 Taxes:534.65
20020130-0012784

12044

THIS INSTRUMENT PREPARED BY:
George V. Crawford, Jr.
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 DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $144,500.00.

Denise L Spiva
Affiant

Subscribed and sworn to before me, this 29th day of January, 2002.

Notary Public

My Commission Expires: 10/29/05

Address New Owner As Follows:	Send Tax Bills To:	Map-Parcel Number:
Denise L. Spiva	SunTrust Mortgage, Inc.	
7129 Somerset Farms Drive	P. O. Box 57028	141-07-0B 081.00CO
Nashville, TN 37221	Irvine, CA 92619	9D 82596

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 Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, **RUBEN TORRES-MORALES AND WIFE, MARIA TORRES**, hereinafter called the Grantors, have bargained and sold, and by these presents does transfer and convey unto **DENISE L. SPIVA**, hereinafter called the Grantee, her heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 64 on the First Revision of Somerset Farms, Section Three, a planned unit development, as of record in Book 7900, page 741, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Ruben Torres-Morales and wife, Maria Torres, by deed from Keith Andrew Rile and wife, Angie R. Rile, of record in Book 11546, page 977, Register's Office for Davidson County, Tennessee.

A new legal description was not prepared for this transaction. The legal description is the same as the previous instrument of record.

This conveyance is made subject to:

1. 2002 taxes, a lien but not yet due and payable, which have been prorated and assumed by Grantee. By acceptance of delivery of this instrument, Grantee assumes and agrees to pay such taxes as and when such become payable and to indemnify and hold harmless Grantors from liability and loss therefrom.

2. Declaration of Covenants, Conditions and Restrictions contained in instrument of record in Book 8556, page 11, and supplement of record in Book 9383, page 526 and re-recorded at Book 9662, page 869, and supplement and amendment of record in Book 10410, page 89, Register's Office for Davidson County, Tennessee.

3. Matters shown on the Plan of record in Book 7900, page 741, Register's Office for said County.

4. Articles of Incorporation of Somerset Farms Homeowners Association, Inc., of record in Book 7382, page 225, as amended at Book 7820, page 609; Book 823, page 521 and Book 8584, page 20, Register's Office for Davidson County, Tennessee.

5. Easement retained in deed of record in Book 7349, page 564, Register's Office for said County, for the purpose of running water and sewer lines to the sewer pump station.

6. Easement for drainage as more particularly described in Minute Book 85, page 256, Second Circuit Court of Davidson County, and of record in Book 3314, page 23, Register's Office for Davidson County, Tennessee.

7. Lack of direct access to Interstate 40 by deed of record in Minute Book 85, page 256, Second Circuit Court of Davidson County, and of record in Book 3314, page 23, Register's Office for Davidson County, Tennessee.

8. Agreement for dedication of sewer line of record in Book 9731, page 142, Register's Office for said County.

9. Rights of others in and to the common elements.

This is improved property known as 7129 Somerset Farms Drive, Nashville, TN 37221.

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 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 Grantee, her heirs and assigns, against the lawful claims of all person whomsoever.

WITNESS my hand this 29th day of January, 2002.

Ruben Torres-Morales

Maria Torres

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **RUBEN TORRES-MORALES**, 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 29th day of January, 2002.



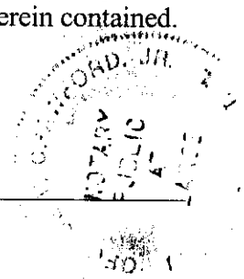
Notary Public

My Commission Expires: 10/25/03

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **MARIA TORRES**, 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 29th day of January, 2002.



Notary Public

My Commission Expires: 10/25/03