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Davidson County DEEDWARR
Recvd: 04/11/02 14:40 2pgs
Fees:13.00 Taxes:336.70
20020411-0045193

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 $91,000.00. Katherine L. Tucker **Affiant** Subscribed and sworn to before me, this 10th day of April, 2002. Notary Public My Commission Expires: 4-8-06

Address New Owner As Follows: Katherine L. Tucker 141 Hicks Road Nashville, TN 37221	Send Tax Bills To: Same as New Owner	Map-Parcel Number: 142-15-C-141

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, **JOY CHERRY**, a single person, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto **KATHERINE L. TUCKER,** 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 Unit No. 141 on the Plan of Breckenridge, a Condominium, as described in Master Deed establishing a Horizontal Property Regime for Breckenridge, as of record in Book 6808, page 45, Register's Office for Davidson County, Tennessee, along with an undivided interest in the common elements as specified therein and subject to all terms, covenants and conditions set forth in such Master Deed.

Being the same property conveyed to Joy Cherry by deed from Melissa D. Williams and James E. Dury and wife, Jane C. Dury of record in Book 9238, page 762, 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 Grantor from liability and loss therefrom.

2. The premises herein insured is a condominium apartment established pursuant to all the provisions of the Tennessee "Horizontal Property Act" as the same is set out in Sections 66-27-101 et seq. of the Tennessee Code Annotated, as amended, and is subject to the provisions and requirements thereof; and is subject to the By-Laws for the administration thereof; also subject to easements, rights and interest in favor of other unit owners and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through or upon the land embracing the regime and buildings thereon; and also including without limitations all conditions, covenants, restrictions, options, burdens, assessments, and other undertakings contained in the Master Deed and By-Laws establishing a Horizontal Property Regime of Breckenridge Condominiums, of record in Book 6808, page 45, as amended in Book 7020, page 848, Register's Office for said County.

3. Deed of Easement for the installation of a sewer of record in Book 7104, page 503, Register's Office for said County.

4. Agreement for Dedication of Public Utilities Easement of record in Book 10160, page 83, Register's Office for said County.

This is improved property known as 141 Hicks Road, 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 I covenant with the said Grantee that I am 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 myself, my 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 10th day of April, 2002.

JOY CHERRY Joy Cherry

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **JOY CHERRY**, 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 10th day of April, 2002.

Notary Public

My Commission Expires: 10/25/03