Davidson County DEEDWARR
Recvd: 07/24/02 15:26 3pgs
Fees:18.00 Taxes:370.00

20020724-0089056

GENERAL WARRANTY DEED

FROM:
HELEN HOWELL PALMER-BALL,
Grantor

TO:
CHARLES A. HOWELL, IV, Grantee

State of Tennessee
County of Davidson

The actual consideration for this transfer is $100,000.00

Affiant

Subscribed and sworn to before me this 30th day of May, 2002.

Notary Public

Commission Expiration Date

DENISE WHITE NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN MY COMMISSION EXPIRES NOV. 27, 2004

Name and Address of New Owner	Name and Address of Persons or of Entity Responsible for Payment of Property Taxes	Map – Parcel Number(s)
Charles A. Howell, IV 2704 12th Avenue South Nashville, TN 37204	Charles A. Howell, III 1017 Clifton Lane Nashville, TN 37204	118-01-0 141, 142, 143, 144 & 146

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) Dollars, cash in hand paid and other valuable consideration, the receipt of which is hereby acknowledged, Grantor Helen Howell Palmer-Ball and her husband, Shirley W. Palmer-Ball, who joins in this conveyance for the purpose of conveying any right, title or interest he may have in the property hereinafter described in particular any marital rights he may possess, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do hereby transfer and convey unto Charles A. Howell, IV, his successors and assigns, their entire one-third (1/3) undivided right, title and interest in and to a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Being part of Lot Nos. 1 and 2 and all of Lot Nos. 3 and 4 on the Plan of Idlewild as of record in Book 161, Page 120, Register's Office for said County and more particularly described according to an unrecorded survey prepared by Allen Trumbo, a surveyor licensed by the State of Tennessee and employed by Dale and Associates at the time the survey was initially prepared on March 23, 1993 and later revised on September 13, 1993, said survey being identified as Job Number 93032:

Beginning at an iron rod in the northerly margin of Halcyon Avenue, said point being a common corner between the property conveyed to Charles A. Howell, Jr. of record in Deed Book 1994, Page 430 and Deed Book 1174, Page 511 and Charles A. Howell Jr. and wife of record in Deed Book 2245, Page 571 and the property conveyed to Roger W. and Gloria B. Evans of record in Deed Book 4174, Page 780, R.O.D.C., TN;

Thence, along said road, S 84¯42'26" W, a distance of 139.45 feet to an iron rod in the easterly line of the property conveyed to Continental Caterers of record in Deed Book 5951, Page 552, R.O.D.C., TN.;

Thence, with said property line, N 01¯52'28" W, a distance of 70.33 feet to an iron rod;

Thence, D 89¯00'31" W, a distance of 69.87 feet to an iron rod in the easterly margin of 12th Avenue South;

Thence, along said road, N 01¯15'50" W, a distance of 74.52 feet to an iron rod in the southerly margin of Alley No. 958;

Thence, along said alley, N 84¯42'28" E, a distance of 194.89 feet to an iron rod;

Thence, leaving said alley, S 07°25'34" E, a distance of 149.94 feet to the point of beginning and containing 0.578 acres of land more or less.

Being the same property conveyed to Charles A. Howell Jr. by deeds of record in Book 1174, Page 511, Book 1194, Page 430, Book 1195, Page 255; and to Charles A. Howell Jr. and wife, Helen B. Howell of record in Book 2245, Page 571, said Register's Office, the said Charles A. Howell, Jr. having since died, leaving all of his property to his wife, Helen Buchanan Howell, by his Last Will and Testament of record in Will Book 113, Page 414, Probate Court Clerk's Office for Davidson County, Tennessee. Thereafter, Helen Buchanan Howell died. In her Last Will and Testament of record in Will Book 162, Page 138, said Probate Court Clerk's Office, Mrs. Howell devised the above-described property equally to her three children Charles A. Howell III, Robert Johnson Howell and Helen Howell Palmer-Ball.

This is improved property forming what is known as 2700, 2702 and 2704 12th Avenue South and 1116 and 1118 Halcyon Avenue, Nashville, TN 37204.

The aforesaid property is conveyed subject to such limitations, restrictions and encumbrances as may affect the premises, including a deed of trust of record in Book 11171, Page 136, said Register's Office.

This conveyance is made subject to all matters shown on any applicable recorded Plan, Master Deed or Declaration and any applicable restrictions, easements, setback lines or other matters that are of record.

TO HAVE AND TO HOLD said tract or parcel of land with the appurtenances, hereditaments, estate, title, and interest thereto belonging to Grantee, his successors and assigns, forever. Grantor covenants that, subject to the matters set forth above, Grantor is lawfully seized and possessed of said land in fee simple, has good right to convey it, and that same is unencumbered, except for a first deed of trust of record in Book 11171, Page 136, said Register's Office.

Grantor further covenants and binds herself and her successors and assigns, to warrant and forever defend the title to said land to Grantee, his successors and assigns, against the lawful claims of all persons whomsoever except claims arising out of the matters set forth above.

Partial consideration for this conveyance includes the agreement on the part of Grantee Charles A. Howell, IV to assume and Grantee does hereby assume the liability for the unpaid principal balance of a promissory note dated October 23, 1998, together with interest and any other amounts due thereon in accordance with the provisions therein contained, the Grantor Helen Howell Palmer-Ball having been an original maker and whose liability is hereby assumed by Grantee, who shall be bound by all of the terms and conditions contained in the deed of trust securing the aforesaid note, which deed of trust is of record in Book 11171, Page 136, Register's Office for Davidson County, Tennessee.

Furthermore, Grantee, hereby agrees to indemnify and holder Grantor harmless with respect to any claim or action instituted against her by the holder of the said deed of trust and note secured thereby and for any damages she may sustain as a result of such claim or action and for reasonable attorneys' fees and the costs and expenses associated with any litigation.

The Grantee, Charles A. Howell, IV joins in as a signatory on this instrument for the purpose of binding himself, his successors and assigns to the terms and conditions of the indemnification and hold harmless agreement hereinabove contained which runs in favor of the Grantor, Helen Howell Palmer-Ball.

Whenever 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 30th day of May, 2002.

Charles A. Howell, IV

Helen Howell Palmer-Ball

Shirley W. Palmer-Ball

STATE OF Kentucky §
COUNTY OF Jefferson §

Personally appeared before me, the undersigned, a Notary Public in and for said county and State, the within named Helen Howell Palmer-Ball and her husband, Shirley W. Palmer-Ball, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 25th day of June, 2002.

MARK HOPPENHEIMER NOTARY PUBLIC STATE AT LARGE KY

6/27/02
Commission Expiration Date

Notary Public

MARK OPPENHEIMER
Printed Name of Notary

STATE OF TENNESSEE §
COUNTY OF DAVIDSON §

Personally appeared before me, the undersigned, a Notary Public in and for said county and State, the within named Charles A. Howell, IV, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 30th day of May, 2002.

DENISE WHITE NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN MY COMMISSION EXPIRES NOV. 27, 2004

Commission Expiration Date

Notary Public

Denise White
Printed Name of Notary

Prepared By:
Michael Shelton
2021 Richard Jones Rd #220
37215