[ADDRESS NEW OWNER:] [SEND TAX BILLS TO:] [MAP-PARCEL NO.]

Florence R. Lindseth	New Owner	Map 116-4
709 Clearview Drive		Parcel 89
Nashville, TN 37205		26b

This instrument prepared by : Robert J. Notestine, III, Attorney, 104 Woodmont Boulevard, Suite 115, Nashville, Tennessee 37205.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, **Ellen B. Rodrigues and Frances B. Lumbard** (The "Grantors") have bargained and sold, and by these presents does transfer and convey unto **Florence R. Lindseth, a married person** (The "Grantee"), his heirs and assigns certain tract or parcel of land in Davidson County, State of Tennessee, being more particularly described as follows, to wit:

Land in Davidson County, Tennessee, being Lot No. 55 on the Plan of Clearview Subdivision, of record in Book 843, page 8, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being the same property conveyed Ellen B. Rodrigues and Frances B. Lumbard, by deed from Frances Herbert Greener of record in Book 10979, page 744, Register's Office for Davidson County, Tennessee.

This is improved property commonly known as 709 Clearview Drive, Nashville, TN 37205.

This description is the same as was used in the last deed of record.

Davidson County DEEDWARR
Recvd: 09/27/02 10:27 3pgs
Fees:18.00 Taxes:1369.00

20020927-0117839

This conveyance is subject to the following:

1. Taxes for the year 2002 and subsequent years.
2. Plan of record in Book 843, page 7, said Register's Office.
3. Restrictive Covenants contained in Book 785, page 462, said Register's Office.
4. The Grantors and Grantee acknowledge that there are existing encroachment affecting the garage and carport on the Property and that the Grantors will take no action to terminate the use of the affected portions of the Grantors' real properties as long as the use of the encroachment area for garage purposes remains the sole use of

and upon the condition that the garage shall not be enlarged or altered without the consent of the Grantors.

5. Either of the Grantors or any of their children shall have the first right of refusal to purchase the Property at the then-existing fair market value as established by a current appraisal of the Property to be performed at that time at the expense of the prospective purchaser by a properly licensed real estate appraiser within the State of Tennessee.

[STATE OF TENNESSEE]
[COUNTY OF DAVIDSON]

The actual consideration or value, whichever is greater for this transfer is $370,000.00.

Affiant

Subscribed and sworn to before me this 26th day of September, 2002.

Notary Public

My Commission Expires: 05/28/03

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interests thereto belonging to the said Grantee, his heirs and assigns, forever.

And Grantors do covenant with the said Grantee that the Grantors are lawfully seized and possessed of said land in fee simple; has a good right to convey it, and the same is unencumbered except as set forth herein above.

And Grantors do further covenant and bind themselves, their heirs and assigns, to warrant and forever defend the title to the Property to the said Grantee, his heirs and assigns against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have caused this Deed to be executed this 26th day of September, 2002.

Ellen B. Rodrigues

Frances B. Lumbard

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 **Ellen B. Rodrigues and Frances B. Lumbard**, the bargainors, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged they executed the within instrument for the purposes contained therein.

WITNESS my hand and official seal at Nashville, Tennessee, this 26th day of **September,** 2002.



Notary Public

My Commission Expires: 05/28/03