This instrument prepared by:
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Franklin, TN 37064

Davidson County DEEDWARR
Recvd: 12/04/02 11:03 2pgs
Fees:13.00 Taxes:984.20
20021204-0149172

(1)

| NEW OWNER: | SEND TAX BILL TO: | MAP & PARCEL: |
|---|---|---|
| **Gerald E. Kelley**<br>**Patricia A. Kelley**<br>**6085 Frontier Lane**<br>**Nashville, TN 37211** | **Provident Funding Assoc.**<br>**3505 Koger Blvd. Ste. 355**<br>**Nashville, TN 37211** | **172-06-A-021.00 CO** |

# WARRANTY DEED

For and in consideration of the sum of Ten Dollars, cash in hand paid by the hereinafter named grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, **David G. Barrett and wife, Joan A. Barrett**, hereinafter called the Grantor(s), have bargained and sold and by these presents do transfer and convey unto **Gerald E. Kelley and wife, Patricia A. Kelley**, hereinafter called the Grantee(s), their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

> Land in Davidson County, TN, being Lot No. 31 on the Plan of Mountain View, Section 1, of record in Plat Book 9700, page 562 and 563, Register's Office for Davidson County, TN, to which plan reference is hereby made for a complete and accurate description thereof.
>
> Being the same property conveyed to David G. Barrett and wife, Joan A. Barrett by Centex Homes, a Nevada General Partnership by Centex Real Estate Corp., of record in Book 10913, page 400, RODC, TN.

SUBJECT TO THE FOLLOWING:

1. 2002 Taxes are a lien, but not yet due and payable.
2. Restrictive covenants contained in instrument of record in Book 10053, page 239, and Book 10496, page 311, RODC, TN.
3. By-Laws of Homeowners Association of record in Book 10496, page 391, RODC, TN.
4. Charter of Homeowners Association of record in Book 10496, page 380, RODC, TN.
5. Subject to any and all building and zoning regulations of City, County and State.

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(s), their heirs and assigns, forever;

AND WE COVENANT with the said Grantee(s) that we are lawfully seized and possessed of said land in fee simple and have a good right to convey it and the same is unencumbered, unless otherwise herein set out;

AND WE FURTHER covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Grantees, their 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.

This ( ) unimproved (X) improved property is known as: 6085 Frontier Lane, Nashville, TN 37211

WITNESS OUR HAND(S) THIS 12TH DAY OF NOVEMBER, 2002 IN FRANKLIN, TENNESSEE.

SELLER: DAVID G. BARRETT

SELLER: JOAN A. BARRETT

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary for said State and County, DAVID G. BARRETT AND WIFE, JOAN A. BARRETT, the within named bargainor(s) with whom I am personally acquainted and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand this 12th day of November, 2002 in Franklin, TN.

Notary Public

My Commission Expires: 3/26/03

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater, for this transfer is $266,000.00.

Affiant

Sworn to and subscribed to me, the undersigned, this 12th day of November, 2002, in Franklin, Tennessee.

Notary Public

My Commission Expires: 3/26/03