THIS INSTRUMENT PREPARED BY:

JOHN T. COOK, ESQ.
2927 Berry Hill Drive
Nashville, Tennessee 37204

Davidson County DEEDWARR
Recvd: 03/19/03 14:57 3pgs
Fees:13.00 Taxes:1095.20
20030319-0036575

ADDRESS NEW OWNER AS FOLLOWS: SEND TAX BILLS TO: MAP-PARCEL NOS.

Luis G. Fernandez
3714 Hobbs Road
Nashville, TN 37203

New Owner

Map 116-16-0-A
Parcel 014.00 CO

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee(s), and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, **Page D. Clayton, unmarried,** hereinafter called the **"Grantor"**, has bargained and sold, and by these presents does transfer and convey unto **Luis G. Fernandez and R. Viviana Alvarado-Lavin, husband and wife,** hereinafter called the **"Grantees"**, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows: to-wit:

A Condominium Apartment in Davidson County, Tennessee, being Unit No. 7-B as located on Lot No. 7 of The Garden, a horizontal property regime, pursuant to the Tennessee Horizontal Property Act, as shown on the Plan of record in Book 5200, Page 224, and as shown on Exhibit "B" to the amendment to the Master Deed of record in Book 5714, Page 761, and amended in Book 5810, Page 174, Register's Office for Davidson County, Tennessee, to which source reference is hereby made for more complete details of description, together with the said Apartment's appurtenant undivided interest in the general and limited common elements of the condominium.

BEING the same property conveyed to Page D. Clayton by Warranty Deed dated September 30, 1993, from Russell T. Montfort and wife, Ruth N. Montfort, of record in Book 9099, Page 264, Register's Office for Davidson County, Tennessee.

THE Premises herein conveyed is a condominium apartment established pursuant to all the provisions of the Tennessee "Horizontal Property Act" as the same is set out in Section 66-27-101 et seq. of the Tennessee Code Annotated, and is subject

to the provisions and requirements thereof; and is subject to the By-Laws for the administration thereof, of record in Book 5537, Page 799, said Register's Office; 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 building thereon; and also including without limitations all conditions, covenants, restrictions, options, burdens, assessments, and other undertakings contained in the Master Deed establishing a Horizontal Property Regime of "The Gardens", Lots 7, 8, and 9, of record in Book 5537, Page 793, and as made applicable to Lots 7, 8, and 9, in Book 5714, Page 761, and amended in Book 5810, Page 174, said Register's Office; and taxes for the current year which have been prorated and assumed by the Grantee herein.

THIS conveyance is subject to: Taxes for 2003 and subsequent years; The Plan, with Owner's Certificate, of record in Plat Book 5200, Page 224, said Register's Office, which Plan shows minimum building setback lines and easements and to which Plan reference is hereby made for a more complete description; The provisions of the condominium Master Deed of record in Book 5537, Page 793, and in Book 5714, Page 761, and amended in Book 5810, Page 174, said Register's Office, which submits said property to a Horizontal Property Regime pursuant to the provisions of the Tennessee Horizontal Property Act and sets forth restrictions, assessments, liens, and other matters.

THIS is improved property, known as 3714 Hobbs Road, Nashville, Tennessee 37215.

TO HAVE AND TO HOLD the said tracts or parcels of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs and assigns, forever; and the undersigned Grantor does covenant with the said Grantees that she is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered; and the Grantor does further covenant and bind herself, her heirs, successors and assigns, 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.

IN WITNESS WHEREOF, this instrument has been executed this 10th day of March, 2003.

Page D. Clayton

Page D. Clayton

STATE OF CALIFORNIA
COUNTY OF SAN MATEO

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Page D. Clayton, the bargainor, with whom I am ~~personally acquainted~~, (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, this 10th day of March, 2003.

SAMIR K. MEHTA
COMM. #1361056
Notary Public-California
SAN MATEO COUNTY
My Comm. Exp. June 15, 2006

Samir K. Mehta
NOTARY PUBLIC
My Commission Expires: JUNE 15, 2006.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $296,000.00.

Jennifer McDowell
Affiant

Subscribed and sworn to before me this
17th day of March, 2003.

Notary Public
My commission expires:

SHAWN E. KLUG
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

C:\WORDDOCS\CLAYTON2.WD

My Commission