02

Realty 42A

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $106,500.00.

Affiant

Sworn to and subscribed before me, the undersigned, a Notary Public this 23rd day of May, 2003.

Notary Public

My Commission Expires: 5-30-04

CATHERINE A. VASS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN. MY COMMISSION EXPIRES MAY 30TH 2004

WARRANTY DEED

THIS INSTRUMENT WAS PREPARED BY
Sidwell, Barrett & McCann, P.C.
121 First Avenue South
Suite 200
Franklin, TN 37064

Davidson County DEEDWARR
Recvd: 05/28/03 12:18 2pgs
Fees:13.00 Taxes:394.05
20030528-0071839

ADDRESS NEW OWNER(S) AS FOLLOWS:
Hizuru Uchiyama
112 Collinwood Place
Antioch, Tennessee 37013

SEND TAX BILLS TO:
~~NEW OWNER~~ 1st Trust Bank Sav Savings
PO Box 17251, Memphis TN 38187-0257

MAP-PARCEL NUMBERS:
172-8-A-129.00

For and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid by the Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, **James Timothy Smith, unmarried,** hereinafter referred to as Grantor, hereby transfers and conveys to **Hizuru Uchiyama, unmarried,** hereinafter referred to as Grantee, their heirs and assigns a certain tract or parcel of land in Davidson County, State of Tennessee described as follows, TO WIT:

Land in Davidson County, Tennessee, being Lot No. 129 on the plan of Section Two-A Hunters Branch, of record in Book 6250, page 819 and amended in Book 6815, page 77, Register's Office for said County.

Said Lot No. 129 fronts 29.24 feet on the southwesterly margin of Collinwood Place and extends back 135.79 feet on the southeasterly line and 75.58 feet on the northerly line to a dead line in the rear, measuring 118.35 feet thereon.

Being the same property conveyed to James Timothy Smith by deed from Michael Paris of record at Instrument #2000 050400 45245, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

The Plan of record in Plat Book 6250, Page 819, and amended in Plat Book 6815, Page 77, Register's Office for Davidson County, Tennessee.

Restrictive covenants contained in an instrument of record in Book 6601, Page 7, Register's Office for Davidson County, Tennessee.

Subject to By-Laws of record in Book 6632, Page 429, said Register's Office.

Subject to Charter of the Homeowner's Association of record in Book 6632, Page 424 and amended in Book 8923, page 318, Register's Office for Davidson County, Tennessee.

Any title or rights asserted by anyone including but not limited to persons, corporations, governments or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or water rights, if any.

Reservations contained in Patent from the United States of America or State where the land described in Schedule A is located.

Mortgage Loan Inspection by John Kohl and Company dated March 15, 2000 shows that the gravel drive crosses the 10 foot NES easement.

Any and all visible easements lying on or across the property.

Rights or claims of parties in possession not shown by the public records.

Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

County and/or City taxes for the year 2003, a lien not yet due and payable. Said taxes have been prorated between the parties as of the date of this instrument, with the GRANTOR paying his prorata share thereof to GRANTEE who will be responsible for payment of said taxes.

This is improved property known as 112 Collinwood Place, Antioch, Tennessee 37013.

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**, their heirs and assigns forever, and I do covenant with the said **GRANTEES** 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 I do further covenant and bind myself, my 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.

Witness my hand this 23rd day of May, 2003.

James Timothy Smith
by Donald R. Barrett, Jr., attorney-in-fact

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Donald R. Barrett, Jr., with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he is the attorney-in-fact for James Timothy Smith and who further acknowledged that he executed the forgoing instrument for the purposes therein contained.

Witness my hand and official seal this 23rd day of May, 2003.

Notary Public

My Commission Expires: 5-30-04

CATHERINE R. VASS
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
MY COMMISSION EXPIRES MAY 30, 2004

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