THIS INSTRUMENT PREPARED BY: **Mudter Morgan & Patterson** **Attorneys-at-Law** **2000 Richard Jones Road** **Suite 110** **Nashville, Tennessee 37215** **Record & Return To:** **File Box 9B:** **First Title & Escrow Co., Inc.** **FTEC File No. 21366-07-2003**	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $177,500.00. Affiant Subscribed and sworn to before me, this 30th day of July, 2003. NOTARY PUBLIC My Commission Expires: J. MICHAEL MORGAN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN. J. Michael Morgan My Commission Expires July 30, 2005 STATE OF TENNESSEE

Davidson County DEEDWARR
Recvd: 08/15/03 12:31 2pgs
Fees:13.00 Taxes:656.75

20030815-0118077

WARRANTY DEED

Address New Owner: Neil A. Amrhein Melissa M. Amrhein 1613 Horton Avenue #7 Nashville, TN 37212	**Send Tax Bills To:** American Home Mortgage 520 Broadhollow Road Melville, NY 11747	**Tax Information:** Map No.104.08 Parcel No. 007.00 CO

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Sandra S. Spika Borchetta, married**, ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Neil A. Amrhein and wife, Melissa M. Amrhein** ("Grantee"), its successors, heirs and assigns, all that tract or parcel of land in Davidson County, Tennessee, more particularly described on Exhibit "A" hereto.

This is Improved property located at 1613 Horton Avenue #7, Nashville, TN, 37212

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to Grantee, its successors, heirs and assigns, forever.

And Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as set out on Exhibit "A" hereto. Grantor further covenants and binds itself, its successors, heirs and assigns to warrant and forever defend the title to said real estate to Grantee, its successors, heirs and assigns against the lawful claims of all persons, except as set out on Exhibit "A" hereto.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this instrument on this July 30, 2003.

Sandra S. Spika Borchetta

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, **Sandra S. Spika Borchetta,** 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, at office, this 30th day of July, 2003.

Notary Public

My Commission Expires: _____

J. MICHAEL MORGAN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
AT LARGE
J. Michael Morgan
My Commission Expires
July 30, 2005
STATE OF TENNESSEE

EXHIBIT "A"

Land in Davidson County, Tennessee, being Unit No. 7 on the Plan of Peabody Square Condominiums of record in Plat Book 6250, page 177, Register's Office for said County, to which plan reference is made for a more complete description, together with the appurtenant interest in the common elements of Peabody Square Condominium Association, a horizontal property regime established by Master Deed of record in Book 6404, page 545, amended in Book 6527, page 254, Book 6653, page 897, Book 6648, page 635, said Register's Office.

Being the same property conveyed to Sandra S. Spika, unmarried by deed dated August 7, 1996 of record in Book 10153, page 257, Register's Office for Davidson County, Tennessee. The said Sandra S. Spika having since married. **This is not the marital residence.**

This conveyance is made subject to:

1) 2003 City/County Taxes, which have been prorated and assumed by the Grantee(s);
2) Subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property;
3) Covenants, Conditions, Restrictions and Agreements, including the agreement to pay assessments for the maintenance of common areas, contained in the Master Deed (and By-Laws) for Peabody Square Condominium Assocation, of record in Book 6404, page 545, amended in Book 6527, page 254, Book 6653, page 897, Book 6648, page 635, Register's Office for Davidson County, Tennessee; and
4) All matters appearing on the Plan of record in Book 6250, page 177, Register's Office for Davidson County, Tennessee.