THIS INSTRUMENT PREPARED BY:
Baldwin Land Title, PLLC
228 Jackson Meadows Drive
Hermitage, TN 37076

SEND TAX BILLS TO:
Terrace Mortgage Company
900Ashwood Parkway, Suite 130_____
Atlanta, GA 30338

MAP PARCEL NUMBERS
Map/Parcel 171-3-0-C-13.00

Davidson County DEEDWARR
Recvd: 10/30/03 10:36 2pgs
Fees:13.00 Taxes:1239.50

20031030-0159750

WARRANTY DEED

THIS INDENTURE, made and entered into this 10th day of October, 2003, by and between **Kelly Marshall Clements, Jr. and Dorothy J. Clements, husband and wife**, party of the first part, and **Howard E. Selbel and Gl S. Selbel, husband and wife**, party of the second part,

WITNESSETH: That for and in consideration of **$335,000.00** cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in Brentwood County of Davidson, State of Tennessee:

Land in Davidson County, TN, being Lot No. 240 on the Plan of Section 5C, Fredericksburg, of record in Book 7900, Page 509 and Book 9700, Page 48, Register's Office for said County, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Kelly Marshall Clements, Jr. and wife, Dorothy J. Clements by Warranty Deed from Radnor Homes, Inc, executed on 11/26/96 and filed for record on 12/2/96 in Book 10276, page 696, Register's Office for Davidson County, Tennessee.

The above description is identical to the one in the previous deed of record.

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2003 which have been prorated and assumed by the Grantee(s); any and all matters appearing of record in Book 7900, page 509, Book 9700, page 48; By-Laws of record in Book 8920, page 45; Restrictive Covenants, etc of record in Book 8920, page 65, Book 9500, page 393, Book 9860, page 840 and Book 7798, page 843; Easements of record in Book 7993, page 269 and book 7851, page 712; Charter of record in Book 8920, page 40; Easement of record in Book 7993, page 269; Amenities Area of record in Book 9443, page 538 and Book 7900, page 807; Deeds of Conveyance of record in Book 9698, page 124 and Book 9698, page 81; Storm Water Detention Agreement of record in Book 9771, page 545; and any and all easements, right of ways, setback lines, zoning regulations, building restrictions, etc. of record in the Register's Office, Davidson County, TN.

TO HAVE AND TO HOLD The aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his heirs, successors and assigns in fee simple forever.

And the said party of the first part does hereby covenant with the said party of the second part that he is lawfully seized in fee of the aforedescribed real estate; that he has a good right to sell and convey the same; that the same is unencumbered,

and that the title and quiet possession thereto he will warrant and forever defend against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the said party of the first part the day and year first above written.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

Oct.10. 2003 1:10PM Baldwin Land & Title No.0803 P.7

Kelly Marshall Clements, Jr.

Kelly Marshall Clements, Jr.

Dorothy J. Clements

Dorothy J. Clements

STATE OF TENNESSEE, COUNTY OF WILLIAMSON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **Kelly Marshall Clements, Jr. and Dorothy J. Clements, husband and wife** to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this 10TH day of October 2003.

TIM E. PLANICKA NOTARY PUBLIC AT LARGE WILSON COUNTY, TN

MY COMMISSION EXPIRES MAY 29, 2006

My commission expires _____

Notary Public

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is, **$335,000.00**, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 10th day of October, **2003**.

NOTARY PUBLIC

TIM E. PLANICKA NOTARY PUBLIC AT LARGE WILSON COUNTY, TN

MY COMMISSION EXPIRES MAY 29, 2006

My commission expires: _____

PROPERTY ADDRESS:
5261 Fredricksburg Way E.
Brentwood, TN 37027

NAME AND ADDRESS OF NEW OWNER:
Howard E. Seibel and wife, Gi S. Seibel
5261 Fredricksburg Way E.
Brentwood, TN 37027