19587

Box 36
(1)

Davidson County DEEDWARR
Recvd: 12/09/03 14:40 3pgs
Fees:18.00 Taxes:610.50

20031209-0176543

RECORD & RETURN TO:
FILE BOX 36, Davidson County

WARRANTY DEED

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $165,000.00.

Jane Garrett
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS 8th DAY OF DECEMBER, 2003.

NOTARY PUBLIC

DOUGLAS A. BRACE NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
AT LARGE
Douglas A. Brace
My Commission Expires
September 24, 2005
STATE OF TENNESSEE

THIS INSTRUMENT WAS PREPARED BY:
Douglas A. Brace, Esq.
ORTALE, KELLEY, HERBERT & CRAWFORD
200 Fourth Avenue North
Nashville, TN 37219-0375
Our File #19587SP

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
Jim Garrett & Jane Garrett 5008 Southfork Blvd. Old Hickory, TN 37138	SAME	63-16-C-19 CO

FOR AND IN CONSIDERATION of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Weckesser Builders, LLC, a Tennessee Limited Liability Company, hereinafter called **"GRANTOR,"** have bargained and sold, and by these presents do transfer and convey unto Jim Garrett and wife, Jane Garrett, hereinafter called **"GRANTEES,"** their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

> Land in Davidson County, Tennessee, being Unit No. 19 as shown on the Plan of Hermitage Springs Townhomes, Section One, of record as Instrument No. 20010801-0081514 in the Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete and accurate description.
>
> Being part of the same property conveyed to Weckesser Builders, LLC, a Tennessee limited liability company, by Deed from Jo-Mac Properties, LLC, a Tennessee limited liability company, of record as Instrument No. 20010806-0084021 in the Register's Office for Davidson County, Tennessee.

The conveyance of the above-described parcel of land is subject to the following:

1. 2003 Davidson County taxes which have been prorated by the parties and paid. 2004 and subsequent taxes are assumed by the Grantees; and

2. Matters shown on plans of record as Instrument No. 20010703-0070299 and as Instrument No. 20010801-0081514 in the Register's Office for Davidson County, Tennessee; and
3. Declaration of Covenants, Conditions and Restrictions of record as Instrument No. 20001206-0120233 in the Register's Office for Davidson County, Tennessee, as amended by Instrument No. 20020130-0013464, and further amended by Second Amendment of record as Instrument No. 20031006-0147712 in said Register's Office; and
4. Charter of Hermitage Springs Townhomes Association, Inc., of record as Instrument No. 20010716-0075385, as amended in Instrument No. 20020128-0011789, in said Register's Office; and
5. By-Laws of record as Instrument No. 20010712-0074536, as amended in Instrument No. 20030808-0113486, in said Register's Office; and
6. Right to use water from spring referred to in Deeds of record in Book 5792, page 639, Book 5792, page 644, Book 5792, page 649, Book 5916, page 717, Book 6036, page 281, Book 5826, page 95, Book 5826, page 100, Book 5826, page 105, Book 5916, page 722 and Book 6036, page 274, in the Register's Office for Davidson County, Tennessee; and
7. Easement Deeds for a non-exclusive easement for road purposes and ingress and egress to Old Hickory Boulevard of record in Book 6267, pages 296 and 298, in said Register's Office; and
8. Right-of-way easements for water mains and water lines of record in Book 8007, pages 232, 237 and 240, in said Register's Office; and
9. 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.

This property is also known as improved property located at 5008 Southfork Blvd., Old Hickory, TN 37138.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever, and GRANTOR does covenant with the said GRANTEES that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and GRANTOR does further covenant and bind itself, its 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. 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 our hands this 8th day of December, 2003.

Weckesser Builders, LLC,
a Tennessee Limited Liability Company:

By: _____
John N. Weckesser, Managing Member

STATE OF TENNESSEE, COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of said County and State, personally appeared John N. Weckesser, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Managing Member of WECKESSER BUILDERS, LLC, a Tennessee limited liability company, the within named bargainor, and that he as such Managing Member executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Managing Member.

Witness my hand and seal, this 8th day of December, 2003.

Notary Public

My Commission Expires: _____

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires September 24, [illegible] STATE OF TENNESSEE