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270.00
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Davidson County DEEDWARR
Recvd: 01/07/04 16:04 2pgs
Fees:13.00 Taxes:270.10

20040107-0002922

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 73,000.00.

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th day of December, 2003.

Notary Public

MY COMMISSION EXPIRES: 10/22/05

(AFFIX SEAL)

BARBARA T. HOOGE NOTARY PUBLIC AT LARGE WILLIAMSON CO., TENN. MY COMM. EXP 10/22/05

THIS INSTRUMENT WAS PREPARED BY
David W. Kious, Attorney, 124 First Avenue South, Suite 102, Franklin, TN 37064

WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Susan Diebolt	New Owner	Map: 161-01-A-46
(NAME)	(NAME)	
5316 Edmondson Pike, Unit 2		Parcel:
(ADDRESS)	(ADDRESS)	
Nashville TN 37211		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of TEN dollars, cash in hand paid by the hereinafter named GRANTEES, and other good and valuable considerations, the receipt of which is hereby acknowledged, **JAMES M. WATERS, UNMARRIED, CALVIN WATERS AND WIFE, MARGARET JANE WATERS** hereinafter called the GRANTORS, have bargained and sold, and by these presents do transfer and convey unto **SUSAN DIEBOLT, UNMARRIED,** 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:

Land in Davidson County, Tennessee, being Unit No. 5316 - #2, as shown on the Plat of Danbury, of record in Book 6612, Page 122, Register's Office for Davidson County, Tennessee, together with an undivided interest in the common elements of Danbury Homeowners' Association, all as described in Book 6612, Page 75, et seq., said Register's Office.

Being the same property conveyed to James M. Waters and Calvin Waters by Warranty Deed dated June 28, 1996 of record in Book 10104, Page 174, Register's Office for Davidson County, Tennessee. Margaret Jane Waters, spouse of Calvin Waters, hereby joins in this conveyance and conveys any and all interest that she may have in said property, including but not limited to the marital interest, to the Grantee.

This conveyance is subject to the following:
Master Deed of record in Book 6612, Page 75; By-Laws of record in Book 6612, Page 107; Charter of Danbury Homeowners' Association of record in Book 6625, Page 510; Building Setback Lines, Public Utility and Drainage Easements and Conditions of Owner's Certificate of record in Book 4675, Page 65; Agreement to Grant Sewer and Water Easements as described in release between Gertrude Tibbs Ezell and First Wisconsin Mortgage Company dated July 19, 1977, as incorporated in order entered in Minute Book 221, Page 638, Chancery Court in Nashville, Tennessee; Lease Agreement by and between Country Place Apartments and Home Coin Laundries of record in Book 5114, Page 39; Rights of Tenants under unrecorded apartment leases; Setback Lines, Sewer Lines and Easements, Public Utility and Drainage Easements and Asphalt Paving Encroaching on the northwest corner of the property onto Edmondson Pike, as shown on the survey of Country Place by Ragan-Smith-Murphy & Associates, Inc. dated December 3, 1980, as revised on April 7, 1982; any and all matters shown in Master Deed of record in Book 6612, Page 75; and any and all matters of record; all in the Register's Office for Davidson County, Tennessee.

Unimproved ( )
This is improved (x) property, known as 5316 Edmondson Pike, Unit 2, Nashville, TN 37211
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

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 Grantors covenant with the said GRANTEES that they are 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 except for the current year property taxes which are being prorated between the parties and Grantees agreeing to pay said tax when due; and Grantors further covenant and bind themselves, their heirs 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 30th day of December, 2003.

James M. Waters

Calvin Waters by James M. Waters, his attorney-in-fact.

Calvin Waters by James M. Waters, his Attorney-In-Fact.

Margaret Jane Waters by James M. Waters, her attorney-in-fact.

Margaret Jane Waters by James M. Waters,

Her Attorney-In-Fact

STATE OF Tennessee

COUNTY OF Williamson

On this 30th day of December, 2003, before me personally appeared James M. Waters, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he is the attorney-in-fact of Calvin Waters and Margaret Jane Waters and is authorized by them, and does hereby acknowledge the execution of this instrument on thier behalf, by virtue of an instrument of record in Instrument Number 20040107-0002921, Register's Office of Davidson County, Tennessee.

Witness my hand and official seal, this 30th day of December, 2003.

Notary Public

BARBARA T. HODGE NOTARY PUBLIC AT LARGE WILLIAMSON CO., TENN. MY COMM. EXP. 10/22/05

My Commission Expires: 10/22/05

(SEAL)

Mail After Recording To:

Southern Title Services, LLC
124 First Avenue South, Suite 102
Franklin, TN 37064