Davidson County DEEDWARR
Recvd: 03/17/04 12:22 2pgs
Fees:13.00 Taxes:331.15
20040317-0030373

# Warranty Deed

THIS INDENTURE, made and entered into this 25th day of February 2004

by and between Walter George

of the first part, and Michael L. Whobrey, a single person

, of the second part

WITNESSETH: That for the consideration hereinafter expressed the said party/parties of the first part has/have bargained and sold and does/do hereby bargain, sell, convey and confirm unto the said party/parties of the second part the following described real estate, situated and being in Madison County of Davidson State of TN

A certain tract or parcel of land in Davidson County, Tennessee, described as follows, to wit:

Land in Davidson County, Tennessee, being Unit Number 503 of Churchill Crossing, a Horizontal Property Regime established by the Master Deed and By-Laws of record in Book 7792, Page 915, as Amended in Book 7804, Page 616 and Book 7845, Page 540, Register's Office for Davidson County, Tennessee, the plat of which is of record in Plat Book 7900, Page 25, said Register's Office, and by the Third Amendment to the Master Deed of record in Book 10635, Page 110, said Register's Office, to which plat reference is hereby made for a more particular description of said Unit.

Being the same property conveyed to Walter George, herein by Cash Deed dated December 9, 2003 filed for record December 12, 2003 at Instrument No. 20031212-0178634, in said Register's Office.

The aforedescribed real property is not the homestead of the said Walter George.

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/parties of the second part, his/her/their heirs and assigns in fee simple forever.

And the said party/parties of the first part does/do hereby covenant with the said party/parties of the second part that he/she/they is/are lawfully seized in fee of the aforedescribed real estate; that he/she/they has/have a good right to sell and convey the same; that the same is unencumbered, except for year 2004 Davidson County real property taxes, being a lien not yet due and payable, Master Deed of record in Book 7792, Page 915, Amended in Book 7804, Page 616, Book 7845, Page 540, Book 10635, Page 110, Book 10996, Page 199, and Articles of Amendement in Book 7784, Page 924, all being of record in said Register's Office.

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

THE CONSIDERATION for this conveyance is as follows: Ten Dollars and other valuable consideration, receipt of which is hereby acknowledged.

WITNESS the signature (s) of the said party/parties of the first part the day and year first above written.

Walter George

_____

_____

_____

_____

**INDIVIDUAL**

STATE OF TENNESSEE,
COUNTY OF DAVIDSON

Personally appeared before me, JOSHUA R. HOPKINS, a Notary Public of said County and State, Walter George _____, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that ___he___ executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 25th day of February, 2004.

_____
Notary Public

My Commission Expires 30 day of JULY, 2006.

**ATTORNEY IN FACT**

STATE OF TENNESSEE,
COUNTY OF SHELBY.

On this _____ day of _____, before me personally appeared _____, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument in behalf of _____, acknowledged that ___he___ executed the same as the free act and deed of said _____.

Witness my hand, at office, this _____ day of _____, 2004.

_____
Notary Public

My Commission Expires _____ day of _____, 20___.

**INDIVIDUAL**

STATE OF TENNESSEE,
COUNTY OF SHELBY.

Personally appeared before me, _____, a Notary Public of said County and State, _____, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that ___he___ executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 25th day of February, 2004.

_____
Notary Public

My Commission Expires _____ day of _____, 20___.

**PARTNERSHIP**

STATE OF TENNESSEE,
COUNTY OF SHELBY.

Before me, _____, a Notary Public of said State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be a partner of _____, the within named bargainor, a partnership, and that ___he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself (or herself) as partner.

Witness my hand and seal, this _____ day of _____, 2004.

_____
Notary Public

My Commission Expires _____ day of _____, 20___.

File Number: 20040104/JRH
Parcel Number: 034-03-0-503.00

**(FOR RECORDING DATA ONLY)**

Property address 503 Churchill Crossing
Madison, TN 37115

Mail tax bills to: (Person or Agency responsible for payment of taxes)
Michael L. Whobrey
503 Churchill Crossing
Madison, TN 37115

This instrument prepared by:

**Fearnley & Califf, PLLC**
**211 Donelson Pike, Suite 113**
**Nashville, TN 37214**

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 $89,500.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Michael L. Whobrey
Affiant

Subscribed and sworn to before me this 25th day of February, 2004.

_____
Notary Public

My Commission Expires: 7-30-06

Return to:
**Fearnley & Califf, PLLC**
**211 Donelson Pike, Suite 113**
**Nashville, TN 37214**

Property Owner's Name and Address
Michael L. Whobrey

503 Churchill Crossing
Madison, TN 37115