Davidson County DEEDWARR
Recvd: 04/15/04 11:08 2pgs
Fees:13.00 Taxes:555.00
20040415-0042449

THIS INSTRUMENT PREPARED BY:

Homer R. Ayers, Attorney at Law
303 Frances Street (Zip 37072)
P. O. Box 904
Goodlettsville, TN 37070-0904

Warranty Deed

ADDRESS NEW OWNERS:	PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF REAL PROPERTY TAXES:	MAP-PARCEL NOS.
Robert Duncan 405C Two Mile Pike Goodlettsville, TN 37072	Same as New Owner	Map 26-5-A Parcel 3

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, JOHN E. BENZ and wife, NOROMA C. BENZ, hereinafter referred to as the "GRANTORS", have bargained and sold and by these presents do transfer and convey unto ROBERT DUNCAN, a single man, hereinafter referred to as the "GRANTEE", his heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

BEING Unit C of Colonial Square, a condominium office building as shown on Site Plan attached as Exhibit B to the Master Deed of Colonial Square of record in Book 6478, page 329, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to John E. Benz and wife, Noroma C. Benz, by deed from Carolyn Waddey Delffs Adams of record in Instrument No. 20030816-0118766, Register's Office for Davidson County, Tennessee.

The legal description, as hereinabove set forth is the same as that contained in the previous Deed of Record.

The current mailing address for said property is 405C Two Mile Pike, Goodlettsville, TN 37072.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, his heirs and assigns, forever.

And we, the GRANTORS, do covenant with the said GRANTEE, that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and warrant that the same is unencumbered, except as follows:

1. Real Property Taxes for the year 2004, which are a lien, but not yet due and payable, which have been prorated between the parties and will be paid, in full, by the GRANTEE, when due.

2. Master Deed, including Declarations of Covenants, Conditions and Restrictions and By-Laws of Colonial Square of record in Book 6478, page 329, with amendments of record in Book 8497, page 363, Book 9945, page 765 and Book 9945, page 767, said Register's Office.

And, we, the GRANTORS, do further covenant and bind ourselves, our heirs and representatives to warrant and forever defend the title to the said land to the said GRANTEE, his heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS our hands on the day and date last acknowledged below.

"GRANTORS"

JOHN E. BENZ

NOROMA C. BENZ

"GRANTEE"

ROBERT DUNCAN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, JOHN E. BENZ and wife, NOROMA C. BENZ, and ROBERT DUNCAN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this the 9th day of April, 2004.

PATSY C. DAVIDSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

NOTARY PUBLIC

My Commission Expires Dec. 6, 2005

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value, whichever is greater, for this transfer is $150,000.00.

Affiant

Sworn to and subscribed before me, this the 9th day of April, 2004.

NOTARY PUBLIC

PATSY C. DAVIDSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires Dec. 6, 2005