Davidson County DEEDWARR
Recvd: 05/04/04 16:06 2pgs
Fees:13.00 Taxes:665.63

20040504-0050835

THIS INSTRUMENT PREPARED BY: **George V. Crawford, Jr.** **GULLETT, SANFORD, ROBINSON & MARTIN, PLLC** 315 DEADERICK STREET, SUITE 1100 P. O. BOX 198888 NASHVILLE, TENNESSEE 37219-8888 (615) 244-4994	STATE OF TENNESSEE) COUNTY OF DAVIDSON) The actual consideration or value, whichever is greater, for this transfer is $179,900.00. Affiant Subscribed and sworn to before me, this 3rd day of May, 2004. Notary Public My Commission Expires:

GEORGE V. CRAWFORD, JR. NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires JULY 21, 2007

Address New Owner As Follows:	Send Tax Bills To:	Map-Parcel Number:
Jessica L. Brown 209 Westchase Drive Nashville, TN 37205	Same	116-3F-7

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, **JOHN R. DYER,** unmarried, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto **JESSICA L. BROWN**, hereinafter called the Grantee, her heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

A certain condominium apartment in Davidson County, Tennessee, being Unit No. 209 on the Plan of Westchase Condominiums, Phase I, of record in Book 5200, page 578, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to John R. Dyer, unmarried by deed from Mary Jane Cook Parks (formerly known as Mary Jane Cook) and husband James E. Parks, of record as Instrument No. 200005010042994, Register's Office for Davidson County, Tennessee.

A new legal description was not prepared for this transaction. The legal description is the same as the previous instrument of record.

This conveyance is made subject to:

1. 2004 taxes, a lien but not yet due and payable, which have been prorated and assumed by Grantees. By acceptance of delivery of this instrument, Grantees assume and agree to pay such taxes as and when such become payable and to indemnify and hold harmless Grantors from liability and loss therefrom.

2. All matters as shown on the Plan of record in Book 5200, page 578, Register's Office for said County.

3. The premises herein insured is a condominium apartment established pursuant to all the provisions of the Tennessee "Horizontal Property Act" as the same is set out in Sections 66-27-101 et seq. of the Tennessee Code Annotated, as amended, and is subject to the provisions and requirements thereof; and is subject to the By-Laws for the administration thereof; also subject to easements, rights and interest in favor of other unit owners and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through or upon the land embracing the regime and buildings thereon; and also including without limitations all conditions, covenants, restrictions, options, burdens, assessments, and other undertakings contained in the Master Deed and By-Laws establishing a Horizontal Property Regime of Westchase Condominiums, of record in Book 6097 page 266, as amended in Book 6112, page 677; Book 6341, page 380; and in Book 6866, page 362, Register's Office for said County.

This is improved property known as 209 Westchase Drive, Nashville, TN 37205.

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, her heirs and assigns, forever; and I covenant with the said Grantee that I am 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 further covenant and bind myself, my heirs and assigns, to warrant and forever defend the title to the said land to the said Grantee, her heirs and assigns, against the lawful claims of all person whomsoever.

WITNESS my hand this 3rd day of May, 2004.

John R. Dyer

John R. Dyer

By: Barbara Keith Payne, attorney in fact

Barbara Keith Payne, attorney in fact

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **BARBARA KEITH PAYNE,** with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is the **Attorney-in-fact**, of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this 3rd day of May, 2004.

GEORGE V. CRAWFORD, JR. NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public

My Commission Expires: _____

My Commission Expires JULY 21, 2007

229732.1/2004171