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Davidson County DEEDWARR
Recvd: 08/13/04 14:22 3pgs
Fees:18.00 Taxes:296.00

20040813-0098332

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| **THIS INSTRUMENT PREPARED BY:**<br>**Allen D. Lentz**<br>**GULLETT, SANFORD, ROBINSON & MARTIN, PLLC**<br>315 DEADERICK STREET, SUITE 1100<br>P. O. BOX 198888<br>NASHVILLE, TENNESSEE 37219-8888<br>(615) 244-4994 | STATE OF TENNESSEE )<br>COUNTY OF DAVIDSON )<br><br>The actual consideration or value, whichever is greater, for this transfer is $80,000.00.<br><br>Affiant<br><br>Subscribed and sworn to before me, this 12th day of August, 2004.<br><br>Notary Public<br><br>My Commission Expires: 01-21-07 |

ERLENE LEE HAMMON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

| | | |
|---|---|---|
| Address New Owner As Follows:<br>Eli Merritt, Trustee<br>3784 20th Street<br>San Fransico, CA 94110 | Send Tax Bills To:<br>New Owner | Map-Parcel Number:<br>092-16-0-B 058.00 |

## 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, **ROBERT H. BRASWELL AND WIFE, BARBARA L. BRASWELL**, hereinafter called the Grantors, have bargained and sold, and by these presents does transfer and convey unto **ELI MERRITT, TRUSTEE OF THE ELI MERRITT AND ROSANA CASTRILLO REVOCABLE TRUST**, hereinafter called the Grantee, his successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Unit 509 on the plan of University Square Condominium Apartments of record in Book 6900, page 124, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest for the common elements as

shown in the Master Deed and By-Laws of record in Book 7051, page 529, as amended in Book 7119, page 884, said Register's Office.

Being the same property conveyed to Robert H. Braswell and Barbara L. Braswell by deed from University Square Joint Venture of record in Book 7828, page 863, 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 Grantee. By acceptance of delivery of this instrument, Grantee assumes and agrees to pay such taxes as and when such become payable and to indemnify and hold harmless Grantor from liability and loss therefrom.

2. All matters as shown on the Plan of record in Plan Book 1, page 81, Chancery Court, Davidson County, Tennessee.

3. All matters as shown on the Plan of record in Book 6900, page 124, Register's Office for Davidson County, Tennessee.

4. 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 for University Square Condominium Apartments, of record in Book 7051, page 529, and as amended in Book 7119, page 884, Register's Office for said County.

5. Charter of University Square Homeowners Association of record in Book 7078, page 443, Register's Office for Davidson County, Tennessee.

This is improved property known as 900 19th Ave S #509, Nashville, TN 37212.

**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 successors and assigns, forever; and we 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 the same is unencumbered, unless otherwise herein set out; and further covenant and bind ourselves, our heirs and assigns, to warrant and forever defend the title to the said land to the said Grantee, his successors and assigns, against the lawful claims of all person whomsoever.

**WITNESS** my hand this 12th day of August, 2004.

Robert H. Braswell
Robert H. Braswell

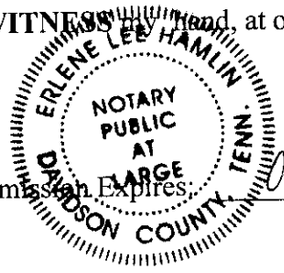
Barbara L. Braswell
Barbara L. Braswell

By: Robert H. Braswell
Robert H. Braswell, 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, **ROBERT H. BRASWELL**, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

**WITNESS** my hand, at office, this 12th day of August, 2004.



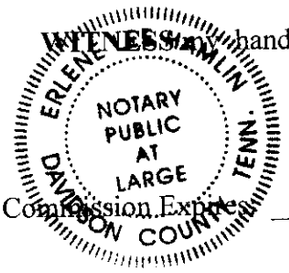

Notary Public

My Commission Expires: 01-21-07

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **ROBERT H. BRASWELL**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he 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 12th day of August, 2004.




Notary Public

My Commission Expires: 01-21-07