Davidson County DEEDWARR
Recvd: 10/20/04 11:46 3pgs
Fees:18.00 Taxes:563.88
20041020-0126165

RECORD AND RETURN TO:
CLOSING & TITLE SERVICES, INC.
533 RIVERGATE PARKWAY
GOODLETTSVILLE, TN 37072

WARRANTY DEED

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $152,400.00.

Affiant

Subscribed and sworn to me on October 14, 2004.

NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY:
Richard W. Sebastian
ORTALE, KELLEY, HERBERT & CRAWFORD
200 Fourth Avenue North
Nashville, TN 37219-0375
Our File #20350

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
Marsha D. Bean 7716 Porter House Drive Nashville, TN 37211	FIRST HORIZON HOME LOANS P.O. BOX 146 MEMPHIS, TN 38101	173-9-A-71 CO

FOR AND IN CONSIDERATION of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Jon C. Fink, unmarried and William T. Fink and wife, Carol Ann Fink, hereinafter called **"GRANTORS,"** have bargained and sold, and by these presents do transfer and convey unto Marsha D. Bean, hereinafter called **"GRANTEE,"** her heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 65 on the Plan of Lenox Village, Section Two, Revision Two, Resubdivision of Lots 47, 48, 72, 73 and 63 through 69, of record as Instrument No. 20030115-006163 in the Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete and accurate description.

Being the same property conveyed to Jon C. Fink, unmarried and William T. Fink, married by Deed from NVR, Inc. T/A Ryan Homes, a Virginia corporation, of record as Instrument No. 20031120-0169464 in the Register's Office for Davidson County, Tennessee.

The conveyance of the above-described parcel of land is subject to the following:

1. 2004 Davidson County taxes which have been prorated by the parties and paid by Grantors; 2005 Davidson County taxes are assumed by the Grantee; and
2. Matters shown on plan of record as Instrument No. 20030115-0006163, Register's Office for Davidson County, Tennessee; and
3. Charter of the Lenox Neighborhood Association, Inc., of record as Instrument No. 20020412-0045831, Register's Office for Davidson County, Tennessee; and
4. Quitclaim Deed for common areas of record as Instrument No. 20020501-00536757 and re-recorded as Instrument No. 20020507-0056338, Register's Office for Davidson County, Tennessee; and
5. Master Deed and Restrictions of record as Instrument No. 20020315-0032825, in said Register's Office and Supplemental Master Deed Restrictions of record as Instrument No. 20021226-0158459, in said Register's Office; and

6. Terms, Conditions, easements, rights and liens as set forth in the Declaration of Covenants, Conditions and Restrictions for the Residential Neighborhood of record as Instrument No. 20020315-0032826 in said Register's Office, and Supplemental Declaration of Charter of record as Instrument No. 20021226-0158458, in said Register's Office; and
7. Storm Water Detention Agreement granted to the Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 7361, page 230 and as Instrument No. 20020408-0042676, Register's Office for Davidson County, Tennessee; and
8. Easement for sanitary sewers and/or storm drainage, water mains and appurtenances, of record as Instrument No. 20011129-0130322, Register's Office for Davidson County, Tennessee; and
9. Access Easement retained by the Lord's Chapel Church as set out in Deed of record as Instrument No. 20010103-0000902, Register's Office for Davidson County, Tennessee; and
10. Subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property.

This property is also known as improved property located at 7716 Porter House Drive, Nashville, TN 37211.

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 GRANTORS do covenant with the said GRANTEE 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 GRANTORS do further covenant and bind themselves, their 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 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 on October 1st, 2004.

Jon C. Fink

Jon C. Fink

William T. Fink

William T. Fink

Carol Ann Fink

Carol Ann Fink

STATE OF MINNESOTA]
COUNTY / COMMONWEALTH OF Hennepin]

On October 1st, 2004, before me personally appeared Jon C. Fink to me know (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and official seal this 1st day of October, 2004.

Laurel M. Dubbels

NOTARY PUBLIC

My Commission Expires: January 31, 2005

LAUREL M. DUBBELS
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2005

STATE OF MINNESOTA]
COUNTY / COMMONWEATH OF Hennepin]

On October 1st, 2004, before me personally appeared William T. Fink to me know (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and official seal this 1st day of October, 2004.

Laurel M. Dubbels
NOTARY PUBLIC

LAUREL M. DUBBELS
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2005

My Commission Expires: January 31, 2005

STATE OF MINNESOTA]
COUNTY / COMMONWEATH OF Hennepin]

On October 1st, 2004, before me personally appeared Carol Ann Fink to me know (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Witness my hand and official seal this 1st day of October, 2004.

Laurel M Dubbels
NOTARY PUBLIC

My Commission Expires: January 31, 2005

LAUREL M. DUBBELS
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2005