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| **THIS INSTRUMENT PREPARED BY:**<br>**Wesley D. Turner**<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 $68,000.00.<br><br>Affiant<br><br>Subscribed and sworn to before me this 29th day of March, 2005.<br><br>Notary Public<br><br>My Commission Expires: JAN. 27, 2007 |

WESLEY D. TURNER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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| Address New Owner As Follows:<br>Bobby Ray White and Kim White<br>2098 Brookstone Drive<br>Mt. Juliet, TN 37122 | Send Tax Bills To:<br>New Owner | Map-Parcel Number:<br>64-1-115 |

Davidson County DEEDWARR
Recvd: 03/30/05 09:01 3 pg
Fees:18.00 Taxes:251.60

20050330-0034201

## 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 Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, **WILLIAM W. WINFREE, MARRIED**, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto **BOBBY RAY WHITE AND WIFE, KIM WHITE**, hereinafter called the Grantees, their heirs and assigns, in a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 61, Phase Two, Cleveland Hall Subdivision, as shown on the plat of record as Instrument No. 20020304-0026804, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to William W. Winfree by deed from Cleveland Hall, LLC, a Tennessee limited liability company, of record as Instrument No. 20031015-0153116, Register's Office for Davidson County, Tennessee.

This is not principal place of residence of the Grantor named herein or his spouse.

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. 2005 Metro 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 Grantor from liability and loss therefrom.

2. All matters as shown on the Plan of record as Instrument No. 20020304-0026804, Register's Office for Davidson County, Tennessee.

3. Declaration of Covenants, Conditions, Liens, Easements and Restrictions, including, but not limited to, easements, assessments, special assessments, charges and liens, contained in an instrument of record in Book 11725, page 76, Register's Office for Davidson County, Tennessee.

4. Charter of Cleveland Hall Homeowner's Association, Inc., of record in Book 11725, page 70, Register's Office for said County.

5. By-Laws of Cleveland Hall Homeowner's Association, Inc., of record in Book 11725, page 110, said Register's Office.

6. Easement to BellSouth Telecommunications, Inc. as set forth in instrument of record in Book 11720, page 325, said Register's Office.

7. Easement to Cumberland Utility District of record in Book 7994, page 173, said Register's Office of direct access to and from controlled access highway.

8. Easement to Metropolitan Government of Nashville and Davidson County of record in Book 8068, page 524, said Register's Office.

9. Deeds of conveyance to Metropolitan Government of Nashville and Davidson County for water and sewer distribution system of record in Book 8006, page 677, said Register's Office.

10. Easement of record in Book 7844, page 242, said Register's Office.

This is unimproved property known as 1452 Station Four Lane, Old Hickory, TN 37138.

**TO HAVE AND TO HOLD** the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs and assigns, forever; and I covenant with the said Grantees 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 I further covenant and bind myself, my heirs and assigns, to warrant and forever defend the title to the said land to the said Grantees, their heirs and assigns, against the lawful claims of all person whomsoever.

**WITNESS** my hand this 29th day of March, 2005.

**WILLIAM W. WINFREE**

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **WILLIAM W. WINFREE**, 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 29th day of March, 2005.

Notary Public

My Commission Expires: _____

WESLEY D. TURNER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JAN. 27, 2007