RECORD AND RETURN TO:
Mitchell A. Watts, Attorney
2400 Crestmoor Road #102
Nashville, TN 37215

This instrument prepared by:

**First American Title Insurance Company**
**Six Cadillac Drive, Suite 190**
**Brentwood, Tennessee 37027**
**(615) 371-8999**

Davidson County DEEDWARR
Recvd: 09/02/05 10:19 3 pgs
Fees:18.00 Taxes:906.50

20050902-0105535

File No.: **2120-922604**

# WARRANTY DEED

**THIS INDENTURE,** made and entered into this 22nd day of August, **2005,** by and between **Maralee McGowen,*** parties of the first part, and Keri E. Davenport, unmarried, party of the second part,
*unmarried

**WITNESSETH:** This for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part had bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described Real Estate, situated and being in the City of **Brentwood,** County of **Davidson,** State of **Tennessee,** to wit:

**CERTAIN PROPERTY IN DAVIDSON COUNTY, TN, DESCRIBED AS UNIT NO. 93 OF PHASE ONE, SECTION TWO, TOWNHOMES OF FREDERICKSBURG, A HORIZONTAL PROPERTY REGIME LOCATED ON OLD HICKORY BOULEVARD IN DAVIDSON COUNTY, TN, TOGETHER WITH EASEMENTS AS SHOWN ON THE PLAN OF PHASE ONE, SECTION TWO, TOWNHOMES OF FREDERICKSBURG, RECORDED IN PLAT BOOK 9700, PAGE 364, SAID REGISTER'S OFFICE, AND DESCRIBED IN A DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS AS RECORDED IN BOOK 8920, PAGE 65, AS AMENDED IN BOOK 9500, PAGE 393, BOOK 9860, PAGE 840 AND BOOK 10694, PAGE 541; AND BOOK 10126, PAGE 435, AS AMENDED IN BOOK 10224, PAGE 683, CORRECTED IN BOOK 10294, PAGE 850, MADE APPLICABLE IN BOOK 10393, PAGE 11, AND FURTHER AMENDED IN INSTRUMENT NO. 20000718-0070558, SAID REGISTER'S OFFICE, TO WHICH REFERENCE IS HEREBY MADE. THE EASEMENTS, RESTRICTIVE COVENANTS, CONDITIONS AND REGULATIONS IMPOSED UPON AND RELATING TO THE APARTMENTS, PROPERTY, CO-OWNERS AND TENANTS OF TOWNHOMES OF FREDERICKSBURG, AS CONTAINED IN THE DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF RECORD IN BOOK 8920, PAGE 65, AS AMENDED IN BOOK 9500, PAGE 393, BOOK 9860, PAGE 840 AND BOOK 10694, PAGE 541; AND BOOK 10126, PAGE 435, AS AMENDED IN BOOK 10224, PAGE 683, CORRECTED IN BOOK 10294, PAGE 850, MADE APPLICABLE IN BOOK 10393, PAGE 11 AND FURTHER AMENDED IN INSTRUMENT NO. 20000718-0070558, AND BY-LAWS APPENDED THERETO, RECORDED IN BOOK 8920, PAGE 45, AS AMENDED IN BOOK 10694, PAGE 539; AND BOOK 10126, PAGE 486, AS AMENDED IN BOOK 10275, PAGE 959, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TN, ARE INCORPORATED IN THIS DEED BY REFERENCE AND MADE A PART HEREOF THE SAME AS THOUGH COPIED HEREIN.**

**RECORDERS MEMO**
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

**BEING THE SAME PROPERTY CONVEYED TO MARALEE MCGOWEN BY WARRANTY DEED FROM FRANK M. LARENCE AND WIFE, VIRGINIA L. LARENCE, RECORDED ON THE 30TH DAY OF SEPTEMBER, 2003 IN INSTRUMENT NO. 20030930-0144064, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.**

This conveyance is made subject to:
**(1) Taxes which have been prorated and assumed by Grantee; (2) All restrictions of record; (3) All easements of record; (4) All visible easements; (5) All matters appearing on the plan of record; (6) All applicable governmental and zoning regulations.**

Parcel ID # **171-03-B 90.00CO**

x Improved OR

Unimproved property located at: **641 Old Hickory Boulevard, Unit 117, Brentwood, Tennessee 37027**

TO HAVE AND TO HOLD the aforesaid Real Estate together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his/her heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that he/she is lawfully seized in fee simple of the aforedescribed real estate; that he/she has good right to sell and convey the same; that the same is unencumbered, EXCEPT as set forth herein, and that the title and quiet possession thereto he/she warrants and forever defends against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part of the day and year first above written.

Maralee McGowen

STATE OF Tennessee

COUNTY OF ~~Davidson~~ Williamson qw

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared **Maralee McGowen** to me known to the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained as **her** free Act and Deed.

Witness my hand and Notarial Seal this 8-22-05

Notary Public

My Commission Expires: 4-14-07

**********

Owner's Name: Keri E. Davenport

and Address: 641 Old Hickory Boulevard #117
Brentwood, TN 37027

Mail tax bills to, (Person or Agency responsible for payment of taxes)

Franklin American Mortgage Company
501 Corporate Centre Drive #400
Franklin, TN 37067

I, or we, hereby swear and affirm that, to the best of the affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $ ***245,000.00 which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 29th day of August, 2005

Notary Public

My Commission Expires: 03.22.2008

JASON CHAFFIN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE