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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 $91,200.00. Affiant Subscribed and sworn to before me, this 13th day of January, 2006. Notary Public My Commission Expires

GEORGE V. CRAWFORD, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires JUN 2, 2007

Davidson County DEEDWARR
Recvd: 01/17/06 10:42 3 pg
Fees:18.00 Taxes:337.44
20060117-0005972

Address New Owner As Follows:	Send Tax Bills To:	Map-Parcel Number:
Brian Stuart Pesterfield and Kimberly Lynn Pesterfield PO Box 5994 Cleveland Tn 37320	New Owner	117-11-0-B 116.00

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 Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, **RICHARD J. PAYNE AND WIFE, BARBARA KEITH PAYNE**, hereinafter called the Grantors, have bargained and sold, and by these presents does transfer and convey unto **BRIAN STUART PESTERFIELD AND WIFE, KIMBERLY LYNN PESTERFIELD**, hereinafter called the Grantees, their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Unit H-4, Parcel No. 116, on the Plan of Revised The Villager East Condominium Apartments of record in Book 5200, page 235, Register's Office for said County, to which plan reference is made for a more complete description, together with the appurtenant interest in the common elements of Villager East Condominiums, a horizontal property regime established by Master Deed of record in Book 5457, page 298, corrected in Book 5553, page 336, said Register's Office.

Being the same property conveyed to Richard J. Payne and Barbara Keith Payne, husband and wife, by deed from Jeffrey C. Rencher, unmarried, of record as Instrument No. 20050823-0100521, 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. 2006 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. 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 ByLaws of record in Book 5457, page 298, and Book 5553, page 336, Register's Office for said County.

3. Charter of Villager East Homeowners' Association, Inc., of record in Book 5450, page 744, Register's Office for said County.

4. All matters as shown on the Plan of record in Book 5200, page 235, Register's Office for Davidson County, Tennessee.

5. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4110, page 245, said Register's Office.

This is improved property known as 3600 Hillsboro Pike, #H4, Nashville, TN 37215.

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 we covenant with the said Grantees 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 Grantees, their heirs and assigns, against the lawful claims of all person whomsoever.

WITNESS my hand this 13th day of January, 2006.

Richard J. Payne

Barbara Keith Payne

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **RICHARD J. PAYNE**, 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 13th day of January, 2006.

Notary Public

My Commission Expires: _____

GEORGE V. CRAWFORD, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires JULY 21, 2007

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**, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 13th day of January, 2006.

Notary Public

My Commission Expires: _____

GEORGE V. CRAWFORD, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires JULY 21, 2007