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Bk436

WARRANTY DEED

Davidson County DEEDWARR
Recvd: 10/04/06 14:21 2 pgs
Fees:13.00 Taxes:1221.00
20061004-0123258

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $330,000.00.

Affiant

Subscribed and sworn to me on September 29, 2006.

NOTARY PUBLIC

TODD A. BRICKER NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

NOTARY PUBLIC
AT LARGE
Todd A. Bricker
My Commission Expires
May 22, 2010
STATE OF TENNESSEE

THIS INSTRUMENT WAS PREPARED BY:
Todd A. Bricker
ORTALE, KELLEY, HERBERT & CRAWFORD
200 Fourth Avenue North
Nashville, TN 37219-0375
Our File #21956SP

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
James H. Jamieson 805 Fabert Circle Brentwood, TN 37027	SAME AS NEW OWNERS	172-13-A-108

FOR AND IN CONSIDERATION of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, David M. Neary and wife, Alison H. Neary, hereinafter called **"GRANTORS,"** have bargained and sold, and by these presents does transfer and convey unto James H. Jamieson, an unmarried man, hereinafter called **"GRANTEE,"** his 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. 68, Section Two, Williams Grove, as shown on plat of record in Plat Book 9700, page 902 through 906, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being the same property conveyed to David M. Neary and Alison H. Neary, husband and wife, by deed from Pulte Homes Tennessee Limited Partnership, dated August 25, 2000, of record in Instrument No. 20000915-0092133, Register's Office for Davidson County, Tennessee.

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

1. 2006 Davidson County taxes which have been prorated by the parties and assumed by the Grantees; and
2. 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; and
3. Matters shown on plan of record in Book 9700, pages 902 through 906, Register's Office for Davidson County, Tennessee; and
4. Declaration/Restrictive Covenants of record in Book 10741, page 678, as amended in Book 11167, page 755; Book 11643, page 316 and as Instrument No. 20010514-0049490, Register's Office for Davidson County, Tennessee; and
5. By-Laws of Williams Grove Homeowner's Association, Inc., record in Book 10741, page 716, of record in Register's Office for Davidson County, Tennessee; and
6. Charter of Williams Grove Homeowner's Association, Inc., of record in Book 10741, page 669 and amended in Book 10741, page 671 and as Instrument No. 20010618-0064214, Register's Office for Davidson County, Tennessee; and
7. Quitclaim Deed for open space of record as Instrument No. 20010514-0049489, Register's Office for Davidson County, Tennessee; and
8. Rights of others in and to the common areas; and
9. Subject to the lien for special assessments contained in the Declaration of Covenants, Conditions and Restrictions.

This property is also known as improved property located at 805 Fabert Circle, Brentwood, TN 37027.

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 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, has 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, his 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 September 29, 2006.

David M. Neary by Darlene Hicks his Attorney-in-Fact

David M. Neary, By Darlene Hicks his Attorney-in-Fact

Alison H. Neary by Darlene Hicks her Attorney-in-Fact.

Alison H. Neary, By Darlene Hicks her 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, the within named Darlene Hicks, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument on behalf of David M. Neary, as his Attorney in Fact, as the free act and deed of the within named David M. Neary.

Witness my hand and official seal on September 29, 2006.

Todd A. Bricker

NOTARY PUBLIC

My Commission Expires: _____

TODD A. BRICKER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
AT LARGE
Todd A. Bricker
My Commission Expires
May 22, 2010
STATE OF TENNESSEE

STATE OF TENNESSEE, COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Darlene Hicks, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument on behalf of Alison H. Neary, as her Attorney in Fact, as the free act and deed of the within named Alison H. Neary.

Witness my hand and official seal on September 29, 2006.

Todd A. Bricker

NOTARY PUBLIC

My Commission Expires: _____

TODD A. BRICKER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
AT LARGE
Todd A. Bricker
My Commission Expires
May 22, 2010
STATE OF TENNESSEE