Davidson County DEEDWARR
Recvd: 02/12/09 10:32 3 pgs
Fees:18.00 Taxes:575.35
20090212-0012296

WARRANTY DEED

THIS INDENTURE, made and entered into this 10th day of October, 2008, by and between **DAVID CLELAND, UNMARRIED, AND ROBERT CLELAND, MARRIED,** party of the first part, and Primacy Closing Corporation, party of the second part.

WITNESSETH: That for the consideration hereinafter expressed the said party of the first part has 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 County of Davidson, State of Tennessee:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING UNIT NO. K-304, TOGETHER WITH THE CARPORT DESIGNATED AS NO. K-304C, OF RIVER PLANTATION CONDOMINIUM APARTMENTS, SECTION THREE, A CONDOMINIUM, A HORIZONTAL PROPERTY REGIME, AS SHOWN ON THE PLAT OF RIVER PLANTATION CONDOMINIUM APARTMENTS, SECTION THREE, OF RECORD IN BOOK 4675, PAGE 75, 76 AND 77; AS AMENDED IN BOOK 4675, PAGES 102, 103, 104 AND 105, AND BOOK 6231, PAGE 156, REGISTER'S OFFICE FOR SAID COUNTY; AND ESTABLISHED BY MASTER DEED OF RECORD IN BOOK 4784, PAGE 464; AS AMENDED IN BOOK 5785, PAGE 180, BOOK 5840, PAGE 663, AND BOOK 11332, PAGE 134, SAID REGISTER'S OFFICE, ALL TO WHICH REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION OF SAID UNIT.

Being the same property conveyed to Grantors, by virtue of Warranty Deed recorded at Instrument Number 20080818-0084230, in the Register's Office for Davidson County, Tennessee.

SUE CLELAND, spouse of ROBERT CLELAND, joins herein for the purpose of conveying any and all marital interest and homestead which she may have in and to the above described property by virtue of her marriage to ROBERT CLELAND, but does not join in the covenants and warranties contained herein.

TO HAVE AND TO HOLD The aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, their heirs and assigns in fee simple forever.

And the said party of the first part does hereby covenant with the said party of the second part that they are lawfully seized in fee of the aforedescribed real estate; that they have a good right to sell and convey the same; that the same is unencumbered, except for:

All matters of record, including without limitation, all real property taxes, not yet due and payable, which grantee hereby assumes and agrees to pay; restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of record in Plat Book 4675, Page 75, 76 and 77, amended in Book 4675, Pages 102, 103, 104, 105 and Book 6231, Page 156; Terms and provisions of Bylaws of River Plantation in Book 4784, Page 482; Covenants, Conditions and Restrictions in Master Deed in Book 4784, Page 464, as amended in Book 5785, Page 180, Book 5840, Page 663 and Book 11332, Page 134; Quit Claim Deed in Book 5785, Page 180, Waiver of Exclusive Rights in Book 5840, Page 663; all in said Register's Office.

And we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said party of the second part, their heirs and assigns, against the lawful claims of all persons whomsoever.

THE CONSIDERATION for this conveyance is as follows: Ten ($10.00) Dollars cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged.

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

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

DAVID CLELAND

ROBERT CLELAND

SUE CLELAND

STATE OF Tennessee
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, duly commissioned and qualified, DAVID CLELAND, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal, this 10th day of Oct, 2008.

Notary Public

My commission expires:
MY COMMISSION EXPIRES:
January 9, 2012

JAN CARTER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF Tennessee
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, duly commissioned and qualified, ROBERT CLELAND, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal, this 10th day of Oct, 2008.

Notary Public

My commission expires:
MY COMMISSION EXPIRES:
January 9, 2012

JAN CARTER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF Tennessee
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, duly commissioned and qualified, SUE CLELAND, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal, this 10th day of Oct, 2008.

Notary Public

My commission expires:
MY COMMISSION EXPIRES:
January 9, 2012

JAN CARTER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF Tennessee
COUNTY OF DAVIDSON

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $155,500.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

JAN CARTER
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

Subscribed and sworn to before me this the 16th day of Oct, 2008.

Notary Public

My commission expires:
MY COMMISSION EXPIRES:
January 9, 2012

(SPACE BELOW THIS LINE FOR STATISTICAL AND RECORDING DATA ONLY)

PROPERTY ADDRESS:

8300 Sawyer Brown
Nashville, TN 37221

MAIL TAX NOTICES TO:

NEW OWNER

NAME AND ADDRESS OF PROPERTY OWNERS:

PRIMACY closing Corporation
6077 Primacy Pkwy
Memphis, TN 38119

TAX PARCEL NO.: 142050B05900CO

Prepared By:

William N. Griffin, Jr., Atty
Griffin, Clift, Everton & Thornton, PLLC
6489 Quail Hollow Road, Ste 100
Memphis, TN 38120

Return To:

Lehman Title