Record and Return to:
Prepared By:
Chapman and Rosenthal Title, Inc.
3817 Bedford Avenue, Suite 140
Nashville, TN 37215

BILL GARRETT, Davidson County
Trans:T20100023139 DEEDWARR
Recvd: 04/19/10 16:11 2 pgs
Fees:13.00 Taxes:795.50
20100419-0029451

This Instrument Prepared By:
Gibson, Gregory & Gwyn, PLLC
401 Church Street, Suite 2220
Nashville Tennessee 37219

**ADDRESS NEW OWNER:**
Morgan E. Carter
641 Old Hickory Boulevard #405
Brentwood, TN 37027

**SEND TAX BILL:**
New Owner

**MORTGAGEE:**
First Commerce Bank
304 West College St.
Fayetteville, TN 37334

**MAP AND PARCEL:**
MAP 171-3-B
PARCEL 192.00CO

## WARRANTY DEED

**FOR AND IN CONSIDERATION** of the sum of Ten ($10.00) Dollars, cash in hand paid by the Grantees named herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Richard D. Fremont, married**, ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto **Morgan E. Carter, an unmarried woman**, ("Grantee"), her heirs, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee (the "Property"), described as follows, to wit:

> Land in Davidson County, Tennessee, being Unit No. 132 as shown on the map entitled the Plan of Townhomes of Fredericksburg, Phase I, Section 4, of record in Plat Book 9700, page 648, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to Richard D. Fremont, by deed from Federal National Mortgage Association AKA Fannie Mae, a corporation organized under and existing pursuant to the laws of the United States, of record as Instrument No. 20050801-0089428, dated July 29, 2005, said Register's Office.
>
> Sarah R. Fremont joins in the execution of this instrument to convey any interest she may have in the subject property as spouse of Richard D. Fremont.

This conveyance is made subject to: (1) real estate taxes for the current year, which have been prorated and assumed by the Grantee; (2) all applicable zoning ordinances and building restrictions; (3) restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of PLAN OF TOWNHOMES OF FREDERICKSBURG, PHASE I, SECTION 4, as recorded in Plat Book 9700, Page(s) 644, as revised in Plat Book 9700, Page 648, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c); (4) covenants, conditions and restrictions recorded in Book 10126, Page 435, as amended in Book 10224, Page 683 and Instrument Nos. 20000718-0070558 and 20050705-0076596 and Book 10895, Page 778 , but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c); Charter of Townhomes of Fredericksburg Homeowners Association, Inc. recorded in Book 10126, Page 430; (5) easements of record; and (6) such limitations and easements as may affect the premises.

This is improved property known as 641 Old Hickory Boulevard #405, Brentwood, TN 37027.

**TO HAVE AND TO HOLD** the Property, with the appurtenances, estate, title and interest thereto belonging to Grantee, her heirs, successors and assigns, forever; and Grantor, does covenant with Grantee that he is lawfully seized and possessed of the

Property in fee simple, has a good right to convey it, and the same is unencumbered unless otherwise herein set out; and Grantor does further covenant and bind himself, his heirs, assigns and representatives, to warrant and forever defend the title to the Property to Grantee, her heirs, successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness its hand this 16th day of April, 2010.

Richard D. Fremont

Sarah R. Fremont by Richard D. Fremont, Attorney-in-Fact, pursuant to Power of Attorney of record in Instrument No. 20100419-0029450, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, the undersigned, of the state and county aforesaid, personally appeared Richard D. Fremont, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes contained therein.

Witness my hand and official seal this 16th day of April, 2010.

Notary Public

CATHERINE H. GWYN STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON My Comm. Expires September 3, 2012

My Commission Expires: 9/3/12

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public for and in the State and County aforesaid, Richard D. Fremont, to me known, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the person who executed the foregoing instrument in behalf of Sarah R. Fremont and who acknowledged that he executed the same as the free act and deed of Sarah R. Fremont.

Witness my hand and official seal this 16th day of April, 2010.

Notary Public

CATHERINE H. GWYN STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON My Comm. Expires September 3, 2012

My Commission Expires: 9/3/12

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $215,000.00.

Megan E. Carter
**AFFIANT**

Subscribed and sworn to before me this 16th day of April, 2010.

**NOTARY PUBLIC**

William T. Chapman, IV State Of Tennessee Notary Public Davidson County

My Commission Expires: 11/22/10