BILL GARRETT, Davidson County
Trans:T20120077194 DEEDWARR
Recvd: 10/11/12 08:17 2 pgs
Fees:13.00 Taxes:1526.25
20121011-0093018

THIS INSTRUMENT PREPARED BY: CATHERINE H. GWYN **GULLETT, SANFORD, ROBINSON & MARTIN, PLLC** 150 THIRD AVENUE SOUTH SUITE 1700 NASHVILLE, TENNESSEE 37201 (615) 244-4994	STATE OF TENNESSEE) COUNTY OF DAVIDSON) The actual consideration or value, whichever is greater, for this transfer is $412,500.00. Affiant Subscribed and sworn to before me, this 28th day of September, 2012. Notary Public My Commission Expires: 3-3-15

TRACEY PERRY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY
MY COMMISSION EXPIRES March 3, 2015

Address New Owner As Follows:
Kevin E. Hickman
905 Cherry Plum Court
Nashville, TN 37215

Send Tax Bills To:
New Owner

Map-Parcel Number:
130-06-0H-018.00CO

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, **Mark P. Hinkes, unmarried**, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto **Kevin E. Hickman**, hereinafter called the Grantee, his heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot(s) 70, as shown on the map entitled the Plan of Phase 2, Village of Cherry Glen, of record in Plat Book 9700, page 332, 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 Mark P. Hinkes and wife, Susan J. Hinkes, by deed from Patricia L. Link and husband, Mark Edward Link, of record as Instrument No. 20031229-0183370, dated December 22, 2003, said Register's Office. The said Mark P. Hinkes and Susan J. Hinkes have since divorced as evidenced by Final Decree entered June 22, 2010 in the Eighth Circuit Court for Davidson County, Tennessee, Docket No. 9D-2451. The said Susan J. Hinkes conveyed her interest in the property to Mark P. Hinkes by quitclaim deed of record in Instrument No. 20121011009 3017, said Register's Office.

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. 2012 taxes, a lien not yet due and payable, which have been prorated and assumed by Grantee. By acceptance of delivery of this instrument, Grantee assumes and agrees to pay such taxes as and when such become payable and to indemnify and hold harmless Grantor from liability and loss therefrom.

2. Matters shown on the Plan of record in Plat Book 9700, page 322, said Register's Office.

3. Declaration of Covenants, Conditions, Liens, Easements and Restrictions of Burton Hills, including, but not limited to, easements, assessments, special assessments, charges and liens contained in an instrument of record in Book 6517, page 522 and Book 6778, page 536, said Register's Office.

4. Declaration of Covenants, Conditions, Liens, Easements and Restrictions of Village of Cherry Glen, including, but not limited to, easements, assessments, special assessments, charges and liens contained in an instrument of record in Book 9882, page 739 and amended in Book 10318, page 92, Book 11186, page 932 and Instrument No. 20011206-0134252, said Register's Office.

5. Easement of record in 8919, page 779, said Register's Office.

6. Agreement of record in Book 9827, page 416, said Register's Office.

7. Rights of others in and to the use of the common areas/elements.

This is improved property known as: **905 Cherry Plum Court, 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 Grantee, his heirs and assigns, forever; and Grantor covenants with the said Grantee that he is 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 further covenants and binds himself, his 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 person whomsoever.

WITNESS my hand this 28th day of September, 2012.

Mark P. Hinkes

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Mark P. Hinkes, 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 28th day of September, 2012

CATHERINE H. GWYN (Seal) STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY
My Comm. Expires June 21, 2016

Notary Public

My Commission Expires: 06/21/2016

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