BOOK 11331 PAGE 891

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REGISTER
DAVIDSON COUNTY, TN.

PREPARED BY (AND RETURN TO):

WILKINS & IVEY
Attorneys At Law
2405 Crestmoor Road; P.O. Box 150157
Nashville, Tennessee 37215-0157
Ph. (615) 298-3312 - Fax. 292-8746
E-mail: wilkins.ivey@home.com

W & I Ref: (gj) Title No: 40597
Dav. Co. File: Box 8

ADDRESS NEW OWNER:	**RESPONSIBLE FOR TAX PAYMENT:**
Douglas B. Chappell Erica Roberts Chappell 5829 Beauregard Drive Nashville, Tennessee 37215	Regions Mortgage, Inc. 605 South Perry Street Montgomery, AL 36104

TAX MAP-PARCEL NUMBERS: 145-09-034

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$ 462500.00,** cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Randolph S. Dozier and spouse, Julia D. Dozier,** hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Douglas B. Chappell and spouse, Erica Roberts Chappell,** hereinafter called the **Grantee**, Grantee's heirs and assigns,subject to and together with the easements herein described, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

LAND in Davidson County, Tennessee, being Lot No. 45 on the plan of Tyne Valley Estates, Section 3 of record in Plat Book 3500, page 9, Register's Office for said County.

SAID Lot No. 45 fronts 178 feet on the broken southeasterly margin of Beauregard Drive and extends back 410 feet on the northeasterly line and 365 feet on the southwesterly line to a dead line in the rear, measuring 202.5 feet thereon.

BEING part of the same property conveyed to Randolph S. Dozier and wife, Julia D. Dozier by deed from Fletcher L. Williams, Jr. of record in Book 5307, page 37, Register's Office for Davidson County, Tennessee.

Description Reference: The description is the same as that used in the last deed prior to this transaction.

This conveyance is subject to: The Plan, with Owner's Certificate, of record in Plat Book 3500, Page 9, said Register's Office, which Plan shows a 90 foot minimum building setback line from Beauregard Drive and a 10 foot easement for public utility purposes along the rear and northeasterly lines of said lot.

Grant of Easement

Grantor further grants to Grantee, Grantee's heirs and assigns, an appurtenant driveway access easement from Beauregard Drive across adjoining Lot 46 for use for ingress and egress to and from the property conveyed by this deed. The location of said easement will be the present location of the driveway as shown by approximation on Mortgage Loan Inspection by Leslie Flowers, Tennessee Registered Land Surveyor No. 1659, John Kohl & Company, P. C., a copy of said Mortgage Loan Inspection being attached hereto as **Exhibit "A"** to this deed and incorporated herein by reference. The easement shall run with the land of the Grantee. Grantee shall be obligated to maintain the driveway in a good state of repair at all times, and shall have the right to

reasonable access for such maintenance and repair.

Reservation of Easement

Grantor reserves for Grantor, Grantor's heirs and assigns, the right, in the reasonable discretion of Grantor, to establish a driveway entering Lot 45 from Beauregard Drive and crossing the front portion of Lot 45 and crossing the Lot 45 driveway for ingress and egress to and from adjoining lot 46. The exact location shall be determined by Grantor, in Grantor's reasonable discretion, following consultation with Grantee, and once a driveway has been installed its location shall become the permanent location of the driveway easement. The easement shall run with the land of the Grantor. Grantor shall be obligated to maintain the driveway in a good state of repair at all times, and shall have the right to reasonable access for such maintenance and repair. In the event that Grantor elects to establish a permanent driveway to serve Lot 46 without encroaching on Lot 45, Grantor may use the same driveway entrance as Grantee. In such event, the parties shall bear joint responsibility for the cost of maintenance and repairs to those portions of the drive which are jointly used. If Grantor does establish a satisfactory driveway access without encroaching on Lot 45, then the easement granted to cross Lot 45 shall thereupon terminate.

The rights and duties established by the easements herein contained shall benefit and burden the respective heirs and assigns of the Grantor and Grantee.

This is improved property, known as: 5829 Beauregard Drive, Nashville, Tennessee 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, Grantee's heirs or assigns, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seised 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.

GRANTOR FURTHER COVENANTS and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS THE EXECUTION HEREOF this 1st day of February, 1999.

Randolph S. Dozier

Julia D. Dozier

State of Tennessee
County of Davidson

On this 1st day of February, 1999, before me the undersigned authority, personally appeared **Randolph S. Dozier** and **Julia D. Dozier**, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged the execution as a free act and deed.

My Commission Expires: PERCY WILKINS, JR. NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN. EXP. 5-28-2000

Notary Public

State of Tennessee
County of Davidson

AFFIDAVIT

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is: $ 462500.00

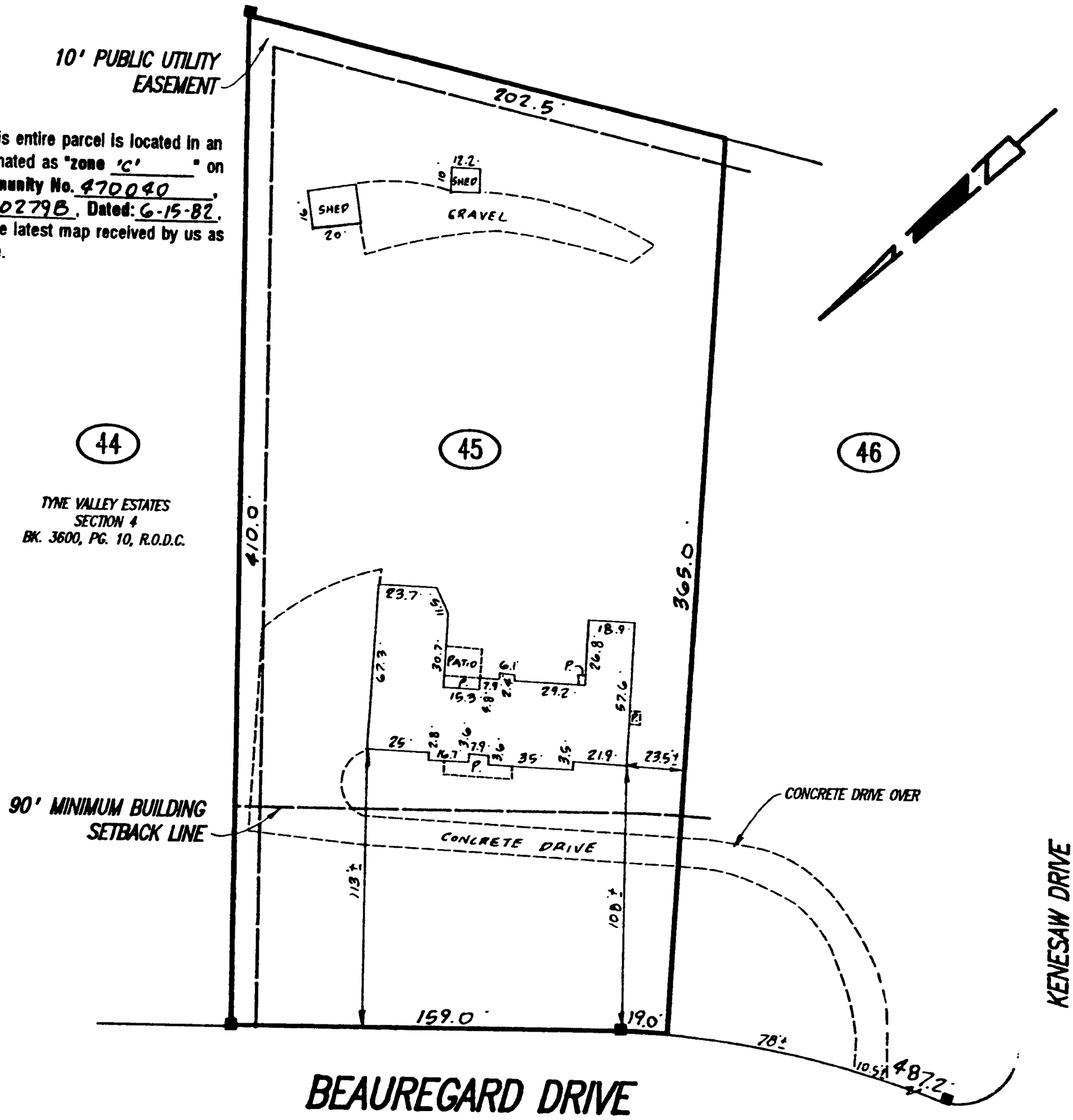
Affiant

Sworn and subscribed before me on the 1st day of February, 1999.

Notary Public

My Commission Expires: _____

PERCY WILKINS, JR. NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN. EXP. 5-28-2000



NOTE: This entire parcel is located in an area designated as "zone 'C' " on NFIP Community No. 470040, Panel No. 0279B. Dated: 6-15-82, which is the latest map received by us as of this date.

MORTGAGE LOAN INSPECTION

OWNER: DOUGLAS B. & ERICA R. CHAPPELL

PROPERTY LOCATED: 5829 BEAUREGARD DRIVE
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

PROPERTY: LOT NO. 45 ON THE PLAN OF
TYNE VALLEY ESTATES – SECTION 3

RECORDED: BOOK 3500 – PAGE 9 – R.O.D.C.

SCALE: 1" = 60' DATE: JANUARY 12, 1999

This MORTGAGE LOAN INSPECTION should not be represented to be a general property survey as defined under Rule 0820-3-.07. It is a limited nonmonumented survey done under the authority of TCA 62-18-126 for the use of the lender. It should not be relied upon for the construction of fences or for establishing the exact location of property lines. No corners were set or reset at the time of this inspection.

By: _____

SIGNED: JOHN KOHL & COMPANY, P.C.

© 1998 John Kohl & Co., P.C.

LESLIE FLOWERS
REGISTERED LAND SURVEYOR
AGRICULTURE
TENNESSEE No. 1859

FILE NO. 37820 - C

JOHN KOHL & COMPANY, P.C. • 400 7th Ave. S., Nashville, TN 37203 • (615) 255-3535

03/08 0101 03CHECK 1730.25

EXHIBIT "A"

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11331 PAGE 895

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED	CFEE - COMPUTER FEE	PRFEE - PROBATE FEE

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BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

			CAMT	
				462500.00
			CON TX	1711.25
			PRFEE	1.00
			WDEED	16.00
			CFEE	2.00
			TOTAL	1730.25
			CHECK	1730.25
02/08/99	01	12:53	0001	3133

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1422437