THIS INSTRUMENT PREPARED BY:
Joseph Pitt, Jr.
414 Union Street, Suite 1800
Nashville, TN 37219

Instr:200005020044116 Page: 1 OF 2
REC'D FOR REC 05/02/2000 3:27:33PM
RECORD FEE: $12.00
M. TAX: $0.00 T. TAX: $1091.50

WARRANTY DEED

ADDRESS NEW OWNER'S AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
(NAME) Dennis E. Merrill	(NAME) Same	(Field Book No.) 04D-95158
(STREET ADDRESS OR ROUTE NUMBER) 2105 Chels Way	(STREET ADDRESS)	(Map) 64-3-A
(CITY) (STATE) (ZIP) Old Hickory, TN 37138	(CITY) (STATE) (ZIP)	(PARCEL) 122

FOR AND IN CONSIDERATION of the sum of Ten dollars and no/100 ($10.00), cash in hand paid by the Grantee(s), and other good and valuable consideration accepted as cash, the receipt and sufficiency of which is hereby acknowledged David R. Bode and wife, Renee S. Bode

Grantor(s) have this day bargained and sold, and do hereby transfer and convey unto Dennis E. Merrill and wife, Barbara J. Merrill,

the Grantee(s) herein,their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, being Lot No. 101 on the Plan of Brandywine Pointe Subdivision, Phase Ten, Section Three, of record in Book 9700, page 280, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to David R. Bode and wife, Renee S. Bode by Deed from D. R. Horton, Inc., DBA Torrey Homes of record in Book 10919, page 29, Register's Office of Davidson County, Tennessee.

STATE OF Tennessee
COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is $ 295,000.00

Subscribed and sworn to before me this the 10th day of April, 2000

AFFIANT

Notary Public

My commission expires:

NOTARY PUBLIC AT LARGE CAUSEY DAVIDSON COUNTY TENN

(Affix Seal)

This is unimproved ( ) property, known as 2105 Chels Way, Old Hickory, Tennessee 37138
improved (X)
(House Number) (Street) (P.O. Address) (City of Town)

TO HAVE AND TO HOLD said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantees their (successors), heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except for those encumbrances set forth hereinafter.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their (successors), heirs and assigns, against the lawful claims of all persons.

Whenever 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 hand this 10th day of April, 2000, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date .

David R. Bode

Renee S. Bode

STATE OF OHIO

COUNTY OF CLERMONT

BEFORE me, the undersigned, a Notary Public in and for said County and State, personally appeared DAVID R. BODE + RENEE S. BODE to me known to be the person who executed the foregoing instrument in behalf of DAVID R. BODE + RENEE S. BODE and acknowledged that he/she executed the same as the free act and deed of said DAVID R. BODE + RENEE S. BODE

Witness my hand, at office, this 22 day of MARCH 2000

PEGGY A. BECKETT
Notary Public, State of Ohio
My Commission Expires July 28, 2002

My Commission Expires:

Peggy A Beckett

STATE OF OHIO

COUNTY OF CLERMONT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, David R. Bode and wife, Renee S. Bode

the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, acknowledged that he/she/they executed the within instrument for the purposes therein.

Witness my hand and official seal, at office in AMELIA, OH, this 22 day of MARCH 2000

PEGGY A. BECKETT
Notary Public, State of Ohio
My Commission Expires July 28, 2002

My Commission Expires:

Peggy A Beckett

ENCUMBRANCES:

1. Taxes for the year of 2000, a lien, but not yet due and payable.

2. Subject to all matters shown on the Plan of record in Book 9700, page 280, Register's Office for Davidson County, Tennessee.

3. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions, recorded in Book 10257, page 199, Register's Office of Davidson County, Tennessee, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.

4. Subject to rights of others in and to the common areas/elements.

5. Title to that portion of the premises within the bounds of the high and low water mark of Old Hickory Lake.

6. Easements of record in Book 8141, page 269, Book 9049, page 267, Book 9178, page 781, Book 9231, page 954 and Book 9459, page 626, in said Register's Office.

7. Subject to matters contained in a Deed of Conveyance to the Metropolitan Government of Nashville and Davidson County, Department of Water and Sewerage Services, of record in Book 10693, page 741, said Register's Office.