*This Instrument Prepared By:*
**John T. Gwin, Attorney at Law**
**2800 North Mt. Juliet Road**
**Mt. Juliet, Tennessee 37122-3008**

Davidson County DEEDWARR
Recvd: 09/12/00 15:57 3pgs
Fees:15.00 Taxes:83.25
20000912-0090607

ADDRESS NEW OWNER:
**Ed Coursey et ux**
**141 Lane Drive**
**Mt. Juliet, Tennessee 37122**

SEND TAX BILL TO:
**Owner**

MORTGAGEE:

MAP **87-09-0**
GROUP
PARCEL **99.00**

# WARRANTY DEED

***FOR AND IN CONSIDERATION*** of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named GRANTEES, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Pulte Homes Tennessee Limited Partnership, a Nevada limited partnership,** hereinafter called the GRANTOR, has bargained and sold, and by these presents, does hereby transfer and convey unto **Ed Coursey and wife, Anita Coursey**, hereinafter called the GRANTEES, their representatives and assigns, that certain tract or parcel of land located in Davidson County, State of Tennessee, described as follows, to-wit:

> Land in Davidson County, Tennessee, the same being Lot No. 44 on the plan of New Hope Estates, Phase 2, as shown on plat of record in Plat Book 9700, page 101, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.
>
> Being a part of the same property conveyed to Pulte Homes Tennessee Limited Partnership, a Nevada limited partnership, by deed from Radnor Home, Inc. dated February 23, 1999, of record in Book 11356, page 456, Register's Office for Davidson County, Tennessee.

This is unimproved property known as Lot No. 44, New Hope Estates, Phase 2, Hermitage, Tennessee 37076.

Taxes for the current year have been settled between the parties. This conveyance is made subject to all planning, zoning and health department rules and regulations that may affect the premises. This conveyance is also made subject to the following matters:

1. Subject to Real Property Taxes for 2000, a lien not yet due and payable. Map 87-09-0, Parcel 99.00. If improvements are completed after January 1 of any year, the law requires supplemental assessment for the year in which the improvements are completed, as defined by Statute. Any applicable 2000 ad valorem real property taxes assessed by the Taxing Authority constitute a lien, due and payable.

2. Subject to all applicable zoning and planning restrictions, and all health department rules and regulations that may affect the premises.

3. Subject to restrictive covenants contained in an instrument of record in Book 1165, page 811, said Register's Office, and to which instrument reference is here made for the complete and exact terms, details and requirements thereof.

4. Subject to an easement for utilities as set forth in an instrument of record in Book 221, page 384; Book 6909, page 840; Book 7216, page 477; Book 8111, page 562; Book 8111, page 567; and Book 9550, page 330, said Register's Office, to which instrument reference is here made for the exact terms and details thereof.

5. Subject to all of those facts, conditions and limitations shown on the Plat of record in Plat Book 9700, page 101, Register's Office for Davidson County, Tennessee, including but not by way of limitation an Owner's Certificate; all setback lines and easements as depicted on said plat and health department rules and regulations; and a utility anchor easement as depicted on said plat. Reference is here made to said Plat for a complete depiction of all matters thereupon.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever; and GRANTOR does covenant with the said GRANTEES that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and warrants that the same is unencumbered unless otherwise herein set out; and,

GRANTOR does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS our hands this the 8th day of September, 2000.

PULTE HOME TENNESSEE LIMITED PARTNERSHIP, a Nevada Limited partnership

By: Dan E. Doherty, City President

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Before me, the undersigned authority of the State and County aforesaid, personally appeared **Dan E. Doherty** with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged to be **City President** of Pulte Homes Tennessee Limited Partnership, a Nevada limited partnership, the within named bargainor, a corporation, and that as such authorized officer, with the authority so to do, executed the within Warranty Deed for the purposes therein contained by signing the name of the corporation as such authorized officer.

WITNESS my hand and official seal at office this 8th day of September, 2000.

Diane Vanderpool

NOTARY PUBLIC

My Commission Expires: Mar 27, 2004

DIANE VANDERPOOL NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE )
COUNTY OF WILSON )

The actual value or consideration, whichever is greater, for this transfer is $22,500.00.

AFFIANT

Subscribed and sworn to before me on this 8th day of September, 2000.

Patricia M. Gurn

NOTARY PUBLIC
My Commission Expires:

PATRICIA M. GURN NOTARY PUBLIC WILSON COUNTY, TENNESSEE