THIS INSTRUMENT PREPARED BY: **Mudter & Patterson** **Attorneys-at-Law** **2000 Richard Jones Road** **Suite 110** **Nashville, Tennessee 37215** **File Box 9B:** **First Title & Escrow Co., Inc.** **FTEC File No. 17525**	STATE OF TENNESSEE: COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $332,000.00. Linda A Martus Affiant Subscribed and sworn to before me, this 16th day of October, 2000. Notary Public My Commission Expires:

WARRANTY DEED

Address New Owner:	**Send Tax Bills To:**	**Tax Information:**
Marie E. Kennedy 821 Cherry Laurel Court Nashville, Tennessee 37215	NEW OWNER	MAP 131-06-OH PAR 9.00 FB 07DA 93174

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, DANIEL J. MARTUS AND WIFE, LINDA A. MARTUS ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to MARIE E. KENNEDY, UNMARRIED ("Grantee"), its successors, heirs and assigns, all that tract or parcel of land in Davidson County, Tennessee, more particularly described on Exhibit "A" hereto.

This is improved property located at 821 Cherry Laurel Court, Nashville, Tennessee 37215.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to Grantee, its successors, heirs and assigns, forever.

And Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as set out on Exhibit "A" hereto. Grantor further covenants and binds itself, its successors, heirs and assigns to warrant and forever defend the title to said real estate to Grantee, its successors, heirs and assigns against the lawful claims of all persons, except as set out on Exhibit "A" hereto.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 16th day of October, 2000.

Daniel J. Martus by Linda A. Martus
DANIEL J. MARTUS, BY: LINDA A. MARTUS, ATTORNEY-IN-FACT BY POWER OF ATTORNEY RECORDED SIMULTANEOUSLY HEREWITH

Linda A. Martus
LINDA A. MARTUS

Davidson County DEEDWARR
Recvd: 10/17/00 14:31 3pgs
Fees:15.00 Taxes:1228.40
20001017-0103023

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, LINDA A. MARTUS, with whom I am personally acquainted, and who acknowledged that SHE executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 16th day of October, 2000.

My Commission Expires: [illegible]

Notary Public

NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
LARGE
My Commission Expires
[illegible] 2004

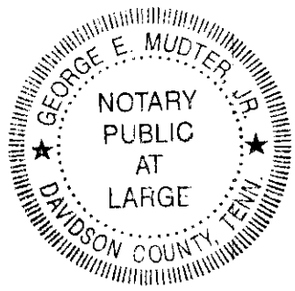
STATE OF TENNESSEE :
COUNTY OF DAVIDSON :

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, LINDA A. MARTUS with whom I am personally acquainted, and who acknowledged that HE executed the within instrument for the purposes therein contained, and who further acknowledged that SHE is the Attorney-in-Fact for said DANIEL J. MARTUS and is authorized by the said DANIEL J. MARTUS to execute this instrument on HIS behalf.

Witness my hand, at Office, this 16th day of October, 2000.

My commission expires:

_____



My Commission Expires
September 25, 2004

_____
Notary Public

EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot No. 87 on the Plan of Phase 1 Village of Cherry Glen, as of record in Plat Book 9700, page 66, Register's Office for said County, to which plan reference is made for a more complete description.

Being the same property conveyed to Daniel J. Martus and wife, Linda A. Martus by deed from Cherry Glen Partners, L.P., a Tennessee limited partnership of record in Book 10704, page 37, said Register's Office.

This conveyance is made subject to (1) Restrictions of record in Book 6517, page 522, Book 6778, page 536, Book 9882, page 733 and Book 9882, page 739; (2) Charter of record in Book 6517, page 505 amended in Book 6921, page 216, Book 6517, page 511 amended in Book 6921, page 214, Book 6665, page 1 amended in Book 6921, page 210 and Book 9983, page 930; (3) Easement of record in Book 8919, page 779; (4) Agreement of record in Book 9827, page 416; and (5) All matters appearing on the Plan of record in Plat Book 9700, page 66, said Register's Office.