PREPARED BY (AND RETURN TO):

WILKINS & IVEY
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Davidson County DEEDWARR
Recvd: 11/28/00 08:46 3pgs
Fees:15.00 Taxes:1024.90
20001128-0116383

W & I Ref: (sk) Title No: 41931
Dav. Co. File: Box 8

ADDRESS NEW OWNER:	RESPONSIBLE FOR TAX PAYMENT:
Frank M. Rogers V Jessica K. Rogers 2721 North Highlands Drive Bellevue, TN 37221	AmSouth Bank 2050 Parkway Office Circle Birmingham, AL 35244

TAX MAP-PARCEL NUMBERS: 142-16-C-15

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$ 277,000.00,** cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Tuff Yen and spouse, Laura A. McDaniel,** hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Frank M. Rogers V and spouse, Jessica K. Rogers,** hereinafter called the **Grantee**, Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

LAND in Davidson County, Tennessee, being Lot No. 15 on the Plan of Devon Highlands Phase I of record in Book 7900, page 428, Register's Office for said County.

SAID Lot No. 15 fronts 43.96 feet on the southeasterly margin of North Highlands Drive and extends back 117.51 feet on the northerly line and 133.77 feet on the westerly line to a broken line in the rear, measuring 214.91 feet thereon.

BEING the same property conveyed to Tuff Yen and Laura A. McDaniel, husband and wife by deed from James Alan Fry, unmarried of record in Book 11639, page 424, Register's Office for Davidson County, Tennessee.

Description Reference: Described according to (or by reference to) the recorded subdivision Plan.

This conveyance is subject to: Taxes for 2001, and subsequent years; The Plan, with Owner's Certificate, of record in Plat Book 7900, Page 428, said Register's Office, which Plan shows a 20 foot minimum building setback line from North Highlands Drive together with additional setback designations and 15 foot foot easement for public utility and drainage purposes along the front line, a 20 foot sanitary sewer easement along the northerly line of said lot and a 10 fot easement for drainage purposes along the westerly portion of the borken rear line; The Declaration of Covenants, Conditions and Restrictions of record in Book 7517, page 283, Book 7517, page 367, Book 8180, page 222, Book 8712, page 618, Book 8712, page 620, Book 8796, page 410, and Book 8796, page 416, said Register's Office, which sets forth assessments, liens and other matters, to which Declaration reference is hereby made for more particulars; Subject to a Grant of Appurtenant Easement executed by Harry J. Hessian and spouse, Margaret Louise Cahill Hessian to Tuff Yen and spouse, Laura A. McDaniel of record in Instrument No. 20001128-0116381, Register's Office for Davidson County, Tennessee.

This instrument is executed on behalf of Tuff Yen by Laura A. McDaniel as Attorney in Fact pursuant to a Power of Attorney being recorded concurrently herewith. The affidavit of said Attorney in Fact is attached as "Exhibit A" to or on this instrument and incorporated herein by reference.

This is improved property, known as: 2721 North Highlands Drive, Bellevue, TN 37221

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 17th day of November, 2000.

Tuff Yen

Tuff Yen By: Laura A. McDaniel, Atty-In-Fact

Laura A. McDaniel

Laura A. McDaniel

State of Tennessee
County of Davidson

On this 17th day of November, 2000, before me the undersigned authority, personally appeared **Laura A. McDaniel**, 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.

My Commission Expires MAY 30, 2004

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: $ 277,000.00

Affiant

Sworn and subscribed before me on the 17th day of November, 2000.

My Commission Expires: _____

PERCY WILKINS, JR. NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires MAY 30, 2004

Notary Public

State of Tennessee
County of Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Laura A. McDaniel**, with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument on behalf of **Tuff Yen**, as Attorney-in-Fact, as a free act and deed of the said Principal(s).

Witness my hand and official seal at Nashville, Tennessee, this the 17th day of November, 2000.

Notary Public

My Commission Expires:_____

PERCY WILKINS, JR. NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN

My Commission Expires MAY 30, 2004

EXHIBIT "A"
To
WARRANTY DEED

FROM: Tuff Yen and Laura A. McDaniel

TO: Frank M. Rogers V

A F F I D A V I T

The undersigned Affiant, being first duly sworn, deposes and says as follows:

1. That the document to which this affidavit is exhibited was executed by the undersigned as attorney-in-fact for the principal(s) thereon shown.

2. That the execution is proper and within the scope of the power-of-attorney referenced in the instrument.

3. Pursuant to the provisions of *Tennessee Code Annotated*, Section 34-6-105(c), of the Uniform Durable Power of Attorney Act, the undersigned Affiant certifies that at the time of execution of said document the Affiant had no knowledge or notice of the termination of the power-of-attorney, either by revocation or by a principal's death, disability, or incapacity.

Further the Affiant Saieth not.

Laura A. McDaniel

Laura A. McDaniel, Affiant

Sworn to and subscribed before me this

17th day of November, 2000.

Notary Public

My Commission Expires:_____

PERCY WILKINS, JR. NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN

My Commission Expires MAY 30, 2004