NAME/ADDRESS OF OWNER:
ROMAN G. OTTINGER
3245 Thouroughbred Drive
Hermitage, TN 37076

THIS INSTRUMENT PREPARED BY:
SANDRA Y. TRAIL, ATTORNEY
107 North Maple Street
Murfreesboro, TN 37130

FROM INFORMATION FURNISHED BY
THE PARTIES

SEND TAX BILLS TO:
NEW OWNER

Part of Map 98, Parcel 1600

Davidson County DEEDWARR
Recvd: 03/21/01 15:41 2pgs
Fees:11.00 Taxes:266.40
20010321-0027468

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the undersigned, BAYPOINTE, LLC, a Tennessee limited liability company, does hereby transfer and convey unto ROMAN G. OTTINGER, his heirs and assigns, forever, those certain tracts of land located in Davidson County, Tennessee, and being further described as follows, to-wit:

> BEING all of Lot Nos. 8 and 21, Final Plat of Baypointe Subdivision, Phase I, according to the plat thereof, recorded in Instrument No. 200005230051440 and as revised in the First Revision, Final Plat of Baypointe Subdivision, Phase I, recorded in Instrument No. 200006210061773, of the Register's Office of Davidson County, Tennessee, to which plat references are hereby made for more complete details of location and description of said lot.
>
> Being a portion of the same property conveyed to Baypointe, LLC, a Tennessee limited liability company, by Warranty Deed of record in Book 11748, page 263 of the Register's Office of Davidson County, Tennessee.
>
> This conveyance is made subject to all matters shown on the plats of record in Instrument No. 200005230051440 and 200006210061773 and Declaration of Restrictive Covenants for Baypointe of record in Instrument No. 200005100047337 and as amended in Instrument No. 200007200071748 in the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, together with all the appurtenances, estate, title and interest thereunto belonging unto the said Grantee, his heirs and assigns, forever.

The undersigned covenants with the said Grantee that it is lawfully seized and possessed of said real estate, that it has a good right to convey the same and that it is unencumbered, except by lien of the 2001 Davidson County real property taxes, which taxes will be prorated between the parties, with the Grantor paying to the Grantee its respective share and the Grantee assuming and agreeing to pay the same in full when due.

The undersigned further covenants and binds itself, its successors and assigns, to forever warrant and defend the title to said real estate to the said Grantee, his heirs and assigns, against the lawful claims of all persons, whomsoever.

WITNESS ITS HAND, this the 9 day of March, 2001.

BAYPOINTE, LLC

By: Gary Wisniewski, Chief Manager

STATE OF TENNESSEE)
ss:
COUNTY OF RUTHERFORD)

Personally appeared before me, a Notary Public in and for said county and state, personally appeared Gary Wisniewski, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Chief Manager of Baypointe, LLC, a Tennessee Limited Liability Company, the within named bargainor, and that Gary Wisniewski as such Chief Manager executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Liability Company by himself as Chief Manager.

WITNESS MY HAND at Murfreesboro, Tennessee, this 9 day of March, 2001.

NOTARY PUBLIC

NOTARY PUBLIC AT LARGE * RUTHERFORD CO., TENN.

My Commission Expires: 7/2/2001

STATE OF TENNESSEE)
ss:
COUNTY OF RUTHERFORD)

I hereby swear or affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is $72,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT

Sworn to and subscribed before me, this the 9th day of March, 2001.

NOTARY PUBLIC

DEAN ROBINSON NOTARY PUBLIC AT LARGE WILSON CO. TENN.

My Commission Expires: 10/26/03