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This Instrument Prepared From
Information Furnished By The Parties

PREPARED BY:
COMMONWEALTH TITLE AGENCY OF NASHVILLE, INC.
333 GALLATIN ROAD SOUTH
MADISON, TN 37115

RETURN TO:
COMMONWEALTH TITLE AGENCY
OF NASHVILLE, INC.
333 GALLATIN RD. SOUTH
MADISON, TN 37115

WARRANTY DEED

THIS INDENTURE is made and entered into this 3rd day of April, 2001, by and between WALTER H. CARTER and DIANE Y. CARTER, HUSBAND AND WIFE, hereinafter called Grantors, and GEORGE J. SANDS and JUANITA SANDS, HUSBAND AND WIFE, hereinafter called Grantees.

W I T N E S S E T H: That for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which are hereby acknowledged, WALTER H. CARTER and DIANE Y. CARTER, HUSBAND AND WIFE, Grantors, do hereby bargain, sell, transfer and convey unto GEORGE J. SANDS and JUANITA SANDS, HUSBAND AND WIFE, hereinafter referred to as Grantees, their successors, heirs and assigns, all of that certain real estate located in DAVIDSON County, Tennessee, being more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference, together with all right, title and interest of Grantors in and to all buildings and fixtures located on said real estate, and any easements and rights-of-way adjoining or abutting said real estate and any covenants and other rights appurtenant thereto (collectively, the "Property"). This conveyance of the "Property" and all covenants and warranties contained herein, are made expressly subject to the exceptions and other matters set forth in Exhibit "B", which is attached hereto and incorporated herein by reference.

This is improved property known as 2922 DUNMORE DRIVE, NASHVILLE, TN 37214.

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estate, title and interest unto Grantees, their successors, heirs and assigns forever. The Grantors covenant and agree with the said Grantees that Grantors are lawfully seized and possessed of the said real estate and that Grantors have a good and lawful right to sell the same. The Grantors further covenant that the same is unencumbered except as otherwise set forth in Exhibit "B".

Grantors further covenant and bind themselves and their successors, heirs and assigns, to warrant and forever defend the title to said Grantees, their successors, heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS the hands and seals of Grantors on the day and year first above written.

WALTER H. CARTER
Signature of Seller

DIANE Y. CARTER
Signature of Seller

Davidson County DEEDWARR
Recvd: 04/09/01 15:22 3pgs
Fees:15.00 Taxes:293.78

20010409-0034883

INDIVIDUAL
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public of said County and State, WALTER H. CARTER and DIANE Y. CARTER, HUSBAND AND WIFE, the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand, at office, this **3rd** day of April, 2001.

Notary Public

My Commission Expires: 5/30/2004

DENISE C. ALLIS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE

Name and Address of Property Owner:

GEORGE J. SANDS and JUANITA SANDS, HUSBAND AND WIFE

2922 DUNMORE DRIVE
NASHVILLE, TN 37214

Property Address:

2922 DUNMORE DRIVE
NASHVILLE, TN 37214

Person Responsible for Taxes:

WALTER H. CARTER
2200 21ST AVENUE SOUTH, STE. 220
NASHVILLE, TN 37212

Map & Parcel #: map 096-100, parcel 202

AFFIDAVIT OF VALUE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater is **$79,400.00** which amount is equal to, or greater than, the amount which the property, or interest in property transferred, would command at a fair and voluntary sale.

George J. Sands
Affiant

Sworn to and subscribed before me, a Notary Public, this **3rd** day of **April, 2001.**

Notary Public

My Commission Expires: 5/30/04

DENISE C. ALLIS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE

RETURN TO:

COMMONWEALTH TITLE AGENCY OF NASHVILLE, INC.
333 GALLATIN ROAD SOUTH
MADISON, TN 37115

EXHIBIT 'A'

LAND in Davidson County, Tennessee, being Lot NO. 370 on the Plan of Clover Hill, Section VII, of record in Book 2133, page 92, Register's Office for Davidson County, Tennessee, to which reference is hereby m ade for a more complete and accurate legal description.

SAID Lot No. 370 fronts 71.00 feet on the northerly margin of Dunmore Drive and extends back 148.0 feet on the easterly line and 147.7 feet on the westerlyh line to a line in the rear measuring 68 feet thereon.

BEING the same property conveyed to WALTER H. CARTER and DIANE Y. CARTER, HUSBAND AND WIFE, by Deed from ANTHONY O'LEE, ADMINISTRATOR, of record in BOOK 9836, PAGE 403, Register's Office for DAVIDSON County, Tennessee.

EXHIBIT 'B'

1. All REAL PROPERTY taxes for the year 2001 and subsequent years, A LIEN, not yet due and payable (map 096-100, parcel 202).

2. All matters as set forth on the Plan of record in Plat Book 2133, page 92, said Register's Office, which plan shows an Owners Certificate, a 75-foot minimum building setback line from Dunmore Drive, and a 10-foot easement for utilities & drainage along the rear line of said lot.

3. Restrictive Covenants contained in Instrument of record in Book 2273, page 88, Register's Office for DAVIDSON County, Tennessee.

4. If improvements are completed after January 1st of any year the law requires supplemental assessment for the year in which improvements are completed as defined by Statute. The Company will assume no liability for taxes assessed by correction pursuant to the provisions of T.C.A. 67-5-603, et seq.

5. Deed of Trust from WALTER H. CARTER and DIANE Y. CARTER, HUSBAND AND WIFE to Ron Samuels, Trustee, of record in Book 9836, page 406, said Register's Office, to secure to FIRST UNION NATIONAL BANK OF TENNESSEE, the payment of one note dated October 23, 1995, in the original principal amount of $52,450.00, due and payable as per the terms and conditions as set forth therein, including, but not limited to, principal, interest and service fee.