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THIS INSTRUMENT PREPARED BY:

Douglas A. Brace, Attorney
ORTALE, KELLEY, HERBERT & CRAWFORD
200 Fourth Avenue North
Nashville, TN 37219-8985

Davidson County DEEDWARR
Recvd: 08/31/01 15:35 2pgs
Fees:13.00 Taxes:597.55
20010831-0094904

Name and Address of New Owner: **James W. Carell** 4015 Travis Drive Nashville, Tn 37211	
Send Tax Bills to: James W. Carell 4015 Travis Drive Nashville, TN 37211	
Property Address: 451 Old Towne Drive **Brentwood, TN**	**Map and Parcel Numbers:** **160-16-O-C-004400-CO**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee and other good and valuable consideration, the receipt of which is hereby acknowledged, **PULTE HOMES TENNESSEE, LIMITED PARTNERSHIP, A Tennessee Limited Partnership, "GRANTOR",** has bargained and sold, and by these presents does transfer and convey unto **JAMES W. CARELL "GRANTEE",** her heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

> Being Unit No. 44 on the Plan of The Terraces at Brentwood Chase (A revision of "Old Towne at Brentwood Chase"), as of record in Instrument No. 2001103-0109137, Register's Office for Davidson County,Tennessee.
>
> Being part of the same property conveyed to Pulte Homes Tennessee, Limited Partnership, a Tennessee Limited Partnership,by Special Warranty Deed from Wilson Concord, L.P., a Tennessee Limited Partnership, as of record in Instrument No. 200008310086367, Register's Office for Davidson County, Tennessee.

The conveyance of the above described parcel of land is subject to the following:

1. Any and all zoning regulations, building restrictions, setback lines, if any and easements and rights of way for public utilities applicable to this property.

2. 2001 taxes, which Grantees assume and agree to pay.

3. Terms, conditions, easements, rights and liens as set forth in the Declaration of Covenants, Conditions and Restriction for The Terraces at Brentwood Chase, as of record in Instrument No. 200005310053797, and Instrument No. 200005310053798, as amended in Instrument No. 200008310086366 and Instrument No. 20001214-0123057 as amended n Instrument No. 20010119-0005975 and Instrument No.20010328-0029845 and By-Laws

appended thereto as Instrument No. 20001214-0123058, Register's Office for Davidson County, Tennessee.

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, her heirs and assigns forever; and Grantor does covenant with the said Grantee that it is is lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and Grantor does further covenant and bind itself, its heirs and assigns, to warrant and forever defend the title to the said land to the said Grantee, her heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS our hands this 31 day of August, 2001..

PULTE HOMES TENNESSEE, LIMITED PARTNERSHIP
A Tennessee Limited Partnership

By: _____

Its: closing coordinator

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Mary McCloud Poston, with whom I am personally acquainted herself (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ~~himself~~ to be Closing Coordinator ~~a partner~~ of Pulte Homes Tennessee, Limited Partnership, a Tennessee Limitd Partnership, the within named bargainor, and that he as such Closing Coordinator ~~partner~~, executed the foregoing instrument for the purpose therein contained by signing the name of the partnership by himself as Closing Coordinator ~~Partner~~.

WITNESS my hand and seal at Nashville, Tennessee, this 31st day of August, 2001.

_____
NOTARY PUBLIC

Carolyn R. Bullion
My Commission Expires
February 09, 2003
STATE OF TENNESSEE

My commission expires: 2-9-03

STATE OF TENNESSEE]
]
COUNTY OF DAVIDSON]

The actual consideration or value whichever is greater, for this transfer is $161,500.00.

_____
Affiant

Subscribed and sworn to before me, this the 31st day of August, 2001

_____
Notary Public

My commission expires:

NOTARY PUBLIC
AT LARGE
Carolyn R. Bullion
My Commission Expires
February 09, 2003
STATE OF TENNESSEE

Deed-Pulte