This Instrument Prepared By:
Bottorff, Kavin & Cook, PLC
155 Franklin Road, Suite 120
Brentwood, Tennessee 37027

ADDRESS NEW OWNER:
Thomas M. Marble
6186 N. New Hope Rd.
Hermitage, Tennessee 37076

SEND TAX BILL TO:
Mortgagee

MORTGAGEE:
Home Financial Group, Inc.
3 Maryland Farms, Suite 155
Brentwood, TN 37027

MAP 87-9
GROUP
PARCEL 95

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named "GRANTEE", and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **J. D. Eatherly and Dial Properties, LLC,** hereinafter called the GRANTOR, has bargained and sold, and by these presents, does hereby transfer and convey unto **Thomas M. Marble**, hereinafter called the "GRANTEE", his heirs and assigns, a certain tract or parcel of land located in Davidson County, State of Tennessee, described as follows, to-wit:

> Land in Davidson County, Tennessee, being Lot No. 40 on the Plan of New Hope Estates, Phase Two, of record in Plat Book 9700, page 101, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and detailed description of said lot.
>
> Being the same property conveyed to J.D. Eatherly and Dial Properties, LLC by deed from Holigan Homes, Ltd. of record in Instrument no. 20001228-0127136, re-recorded in 20, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to all restrictions, easements, zoning and planning ordinances, and health department regulations that may affect the premises.

This conveyance is further made subject to real property taxes for 2002 and subsequent years.

This is improved property known as 6186 N. New Hope Rd., Hermitage, Tennessee 37076.

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, his heirs and assigns, forever, and, GRANTOR does covenant with the said GRANTEE that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and warrants that the same is unencumbered unless otherwise herein set out; and, GRANTOR does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, his 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.

Davidson County DEEDWARR
Recvd: 11/03/01 09:40 2pgs
Fees:13.00 Taxes:628.63
20011103-0120324

WITNESS my hand this the 24th day of October, 2001.

J.D. Eatherly

Dial Properties, LLC

By: John L. Dial

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, **J.D. Eatherly**, the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within Warranty Deed for the purposes therein contained.

WITNESS my hand and official seal this 24th day of October, 2001.

Thomas I. Bottorff
NOTARY PUBLIC

My Commission Expires: 2/23/2002

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, the undersigned authority of the State and County aforesaid, personally appeared **John L. Dial** 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 Dial Properties, LLC, the within named bargainor, a corporation, and that he as such authorized officer, with the authority so to do, executed the within Warranty Deed for the purposes therein contained by signing the name of the corporation as such authorized officer.

WITNESS my hand and official seal this 24th day of October, 2001.

Thomas I. Bottorff
NOTARY PUBLIC

My Commission Expires: 2/23/2002

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

The actual value or consideration, whichever is greater, for this transfer is $169,900.00.

AFFIANT

Subscribed and sworn to before me on this 24th day of October, 2001.

Thomas I. Bottorff
NOTARY PUBLIC

My Commission Expires: 2/23/2002