This Instrument Prepared By:
John T. Gwin, Attorney at Law
2800 North Mt. Juliet Road
Mt. Juliet, Tennessee 37122-3008

ADDRESS NEW OWNER:
John Michael Payne
1260 Massman Drive
Nashville, Tennessee 37217

SEND TAX BILL TO:
Owner

MORTGAGEE:
National Bank of Commerce
2725 Old Lebanon Pike
Donelson, Tennessee 37214

MAP **107-14-0-A**
GROUP
PARCEL **37.00**

Davidson County DEEDWARR
Recvd: 12/28/01 12:20 3pgs
Fees:18.00 Taxes:173.90
20011228-0143664

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named GRANTEES, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Thomas B. Peek, Executor of the Estate of Tony L. Peek, Scott Peek, individually and Rebecca Peek, individually,** hereinafter called the GRANTOR, has bargained and sold, and by these presents, does transfer and convey unto **John Michael Payne and wife, Tracey L. Payne**, hereinafter called the GRANTEES, their heirs and assigns, that certain tract or parcel of land located in Davidson County, State of Tennessee, described as follows, to-wit:

Being a part of the plan of Copperfield Terrace Condominiums as of record in Book 8250, page 50, Register's Office for said County, the part hereby described as being Unit No. 37 on said plan as shown in and described by the Master Deed Establishing a Horizontal Property Regime with respect to Copperfield Terrace Condominiums, as of record in Book 6326, page 790, said Registers Office.

Being the same property conveyed to Thomas B. Peek, Executor by deed from Lawrence C. Schaffner and wife, Lilith P. Stafford dated December 15, 1994, of record in Book 9552, page 987, Register's Office for Davidson County, Tennessee.

Thomas B. Peek, Executor executes this instrument of behalf of Thomas B. Peek, Executor, by virtue of a Limited Power of Attorney filed for record in Trust Deed Book _____, page _____, Register's Office for Davidson, Tennessee.

Inst #20011228 0143663

This is improved property known as 1262 Massman Drive, Unit 37, Nashville, Tennessee 37217.

Taxes for the current year have been settled between the parties. This conveyance is made subject to all planning, zoning and health department rules and regulations which may affect the premises. This conveyance is also made subject to the following matters:

1. Subject to Real Property Taxes for 2001, a lien now due and payable. Map 107-14-0-A, Group , Parcel 37.00. If improvements are completed after January 1 of any year, the law requires supplemental assessment for the year in which the improvements are completed, as

1. Subject to all applicable zoning and planning restrictions, and all health department rules and regulations that may affect the premises.

2. Subject to Master Deed and By-Laws contained in instruments of record in Book 6326, page 790, and in Book 6326, page 838, said Register's Office, and to which instruments reference is here made for the complete and exact terms, details and requirements thereof.

3. Subject to all of those facts, conditions and limitations shown on the Plat of record in Plat Book 6326 , page 790, Register's Office for Davidson County, Tennessee, including but not by way of limitation an Owner's Certificate; all setback lines and easements as depicted on said plat, and health department rules and regulations. Reference is here made to said Plat for a complete depiction of all matters thereupon.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever; and, GRANTORS do covenants with the said GRANTEES that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and warrant that the same is unencumbered unless otherwise herein set out; and,

GRANTORS do further covenant and bind themselves, their heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS our hands this the 18th day of December, 2001.

Thomas B Peek executor
Thomas B. Peek, Executor

Scott Peek By D R K
Scott Peek, by David R. Kennedy, Attorney-In-Fact

Rebecca Peek By D R K
Rebecca Peek , by David R. Kennedy, Attorney-In-Fact

STATE OF TENNESSEE)
COUNTY OF WILSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, **Thomas B. Peek, Executor,** the bargainor, 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 at office this 18th day of December, 2001.

Patricia M. Gwin
NOTARY PUBLIC

PATRICIA M. GWIN NOTARY PUBLIC AT LARGE WILSON COUNTY, TENNESSEE

My Commission Expires: 12/15/2004

My Commission Expires Dec 15, 2004

STATE OF TENNESSEE)
COUNTY OF WILSON)

On this the this 18th day of December, 2001, in Mt. Juliet, Tennessee, before me personally appeared David R. Kennedy, to me known to be the person who executed the foregoing Warranty Deed on behalf of Scott Peek and Rebecca Peek, for the purposes therein contained, and who acknowledged that he executed the same as the free act and deed of Scott Peek and Rebecca Peek, signing his name as their Attorney-In-Fact.

WITNESS my hand and official seal at office this 18th day of December, 2001.

Patricia M. Gwin
NOTARY PUBLIC

PATRICIA M. GWIN NOTARY PUBLIC AT LARGE WILSON COUNTY, TENNESSEE

My Commission Expires: 12/15/2004

My Commission Expires Dec 15, 2004

STATE OF TENNESSEE)
COUNTY OF WILSON)

The actual value or consideration, whichever is greater, for this transfer is $47,000.00.

AFFIANT

Subscribed and sworn to before me on this 18th day of December, 2001.

Patricia M. Gwin
NOTARY PUBLIC
My Commission Expires: 12/15/2004

PATRICIA M. GWIN NOTARY PUBLIC AT LARGE WILSON COUNTY, TENNESSEE

My Commission Expires Dec 15, 2004