WARRANTY DEED

HENRY E. RAGLE, IV
NOTARY PUBLIC AT LARGE
WILLIAMSON COUNTY, TENN.

My Commission Expires AUG. 5, 2003

STATE OF TENNESSEE
COUNTY OF WILLIAMSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 121,609.00

James M McEndree
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31 ST DAY OF DECEMBER 2001.

Notary Public

My Commission Expires: 8-5-02
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY SETTLEMENT SERVICES OF TENNESSEE, LLC, 121 FIRST AVE. SUITE 210, FRANKLIN, TENNESSEE 37064 (615) 591-1156

Address of New Owners As Follows:
JAMES M. MCENDREE AND PENNY D. BELLAR
3401 Anderson Rd., #45
Antioch, TN 37013

Send Tax Bills To:
NVR Mortgage Finance, Inc.
P.O. Box 999
Pittsburgh, PA 15230

Map Parcel No.
Map 136-15-0-B
Parcel 45

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, We, **NVR, INC., T/A RYAN HOMES, A VIRGINIA CORPORATION**, hereinafter called Grantor have bargained and sold, and by these presents do transfer and convey unto **JAMES M. MCENDREE, UNMARRIED AND PENNY D. BELLAR, UNMARRIED AS TENANTS IN COMMON**, hereinafter called Grantees, their heirs and and assigns, a certain tract or parcel of land in DAVIDSON COUNTY, STATE OF TENNESSEE, described as follows, to-wit.

Being Lot No. 45 on the plan of A Horizontal Property Regime (Private Element) Phase 2, Smith Springs Townhomes, Revision 1 of record in Instrument No. 20010629-0068937, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being part of the same property conveyed to NVR, Inc. t/a Ryan Homes, a Virginia Corporation, by deed from Regent Development, LLC F/K/A McEwen Development, LLC, of record in Instrument No. 20010809-0085835 , Register's Office for DAVIDSON County, Tennessee.

This conveyance is made subject to:

a. Taxes for the year 2002 and subsequent years, a lien which is not yet due and payable.

b. The Plan of record in Instrument #20010629-0068937, Register's Office for Davidson County, Tennessee.

c. Homeowners' Association Articles of record in Book 11666, page 149, Register's Office for Davidson County, Tennessee.

d. Declaration of Covenants, Conditions and Restrictions for Smith Springs Townhomes contained in an instrument of record in Book 11666, page 151, and supplemented by Supplemental Declaration for Smith Springs Townhomes of record in Instrument No. 20010730-0080392, Register's Office for Davidson County, Tennessee.

e. Storm Water Detention Agreement of record in Book 11540, page 482, Register's Office for Davidson County, Tennessee.

f. Articles of Amendment to the Articles of Organization of McEwen Development, LLC n/k/a Regent Development, LLC, of record in Instrument #200003160026959, Register's Office for Davidson County, Tennessee.

g. Quitclaim to Homeowners' Association of record in Instrument #200001110003643, Register's Office for Davidson County, Tennessee.

h. By-Laws of record in Book 11666, page 191, Register's Office for Davidson County, Tennessee.

i. All other easements and restrictions of record in said Register's Office.

All existing and recorded easements, rights of way and restrictions, all zoning regulations, building restrictions and setback lines, if any, and easements or right of ways for public utilities.

unimproved: ( )
This is improved: (X) property, known as **3401 Anderson Rd., #45, Antioch, TN 37013.**

Davidson County DEEDWARR
Recvd: 01/04/02 11:06 2pgs
Fees:13.00 Taxes:449.95

20020104-0001552

40588

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 we do covenant with the said GRANTEES that we are 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 we do further covenant and bind ourselves, our 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 person 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 MY HAND 31ST day of DECEMBER, 2001.

R. P. Smithwick, II
Division Manager

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

On this 31ST day of DECEMBER, 2001, before me, the undersigned Notary Public in and for the County and State aforesaid, personally came R. P. Smithwick, II, who, being by me duly sworn, says that he is Division Manager of NVR , Inc., t/a Ryan Homes, a Virginia corporation; that he signed and sealed said instrument on behalf of said NVR , Inc., t/a Ryan Homes by its authority duly given, and the said Division Manager, acknowledged said instrument to be the act and deed of said NVR, Inc., t/a Ryan Homes and the corporate seal was hereby affixed.

WITNESS my hand and notarial seal this 31ST day of DECEMBER, 2001.

NOTARY PUBLIC

My Commission expires: 8/5/02

HENRY E. RAGLE, IV
NOTARY PUBLIC AT LARGE
WILLIAMSON COUNTY, TENN.
My Commission Expires AUG. 5, 2002