WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $165,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14th DAY OF December 2001

Notary Public

MY COMMISSION EXPIRES: 11/27/04
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY

PROFESSIONAL TITLE & ESCROW CO, 101 SHEPHERD HILLS DRIVE, MADISON, TENNESSEE 37115

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JAMES O. OATSVALL, SR. (NAME)	NATIONAL BANK OF COMMERCE (NAME)	MAP 53-16
3602 OLD HICKORY BLVD. (ADDRESS)	(ADDRESS)	PARCEL 124
OLD HICKORY, TENNESSEE 37138 (CITY) (STATE) (ZIP)	MT. JULIET, TENNESSEE 37122 (CITY) (STATE) (ZIP)	

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, FIRSTAR BANK, N.A.

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO JAMES O. OATSVALL, SR. AND WIFE, JEAN OATSVALL

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

Land in Davidson County, Tennessee, being Lots No. 1 and 2 on the Final Plat of the Carl Minchey Property, of record in Plat Book 8250, page 537, Register's Office for Davidson County, Tennessee, a Resubivision of Part of Lot No. 20 of the L & C Insurance Co., Subdivision of Dabbs & Elliot Property of record in Book 843, page 56, said Register's Office to which plan reference is hereby made for a more complete and accurate description of said lot.

Being the same property conveyed to Firstar Bank, N.A. by Substitute Trustee's Deed of record in Instrument No. 20010517-0051034, Register's Office for Davidson County, Tennessee.

Davidson County DEEDWARR
Recvd: 01/04/02 16:00 3pgs
Fees:18.00 Taxes:240.50

20020104-0001753

unimproved ( )
This is improved (X) property, known as 3602 OLD HICKORY BLVD., OLD HICKORY, TENNESSEE 37138
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

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 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 my hand this 14th day of December 2001

FIRSTAR BANK, N.A.
By:
GREGG W. SPEER/VP

STATE OF ~~TENNESSEE~~ KENTUCKY
COUNTY OF DAVIESS

Personally appeared before me, APRIL SMITH, a Notary Public in and for said County and State, the within named GREGG W. SPEER

the bargainor VP, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that VP executed the within instrument for the purposes therein contained. Witness my hand and official seal at OWENSBORO, KENTUCKY, this 21st day of DECEMBER, 2001.

Commission expires APRIL SMITH
Notary Public, State at Large, Kentucky
My Commission Expires Oct. 11, 2004

Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon his oath(s) acknowledged himself to be the _____ and _____ respectively of the FIRSTAR BANK, N.A. the within named bargainor, and corporation, and that he as such _____ and _____ being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing the name of the corporation, by the said _____ as such _____, and attesting the same by the said _____ as such _____.

Witness my hand and official seal at office at MADISON, TENNESSEE on this the 14th day of December, 2001.

My commission expires 11/27/04

Notary Public

P00569

AFFIDAVIT AS TO LIENS AND ENCUMBRANCES

On this 14th day of December, 2001, before me personally appeared

FIRSTAR BANK, N.A.

Owner of property and/or General Contractor, to me personally known, who, being duly sworn on (his /their) oath(s), did say that all of the persons, firms and corporations, including the general contractor and all subcontractors who have furnished services, labor or materials according to plans and specifications, or extra items, used in the constructions or repair of buildings and improvements on the real estate hereinafter described, have been paid in full and that such work has been fully completed and accepted by the owner.

Affiant further says that no proceedings in bankrupcty or receivership have been instituted by or against him/them.

Affiant further says that no claims have been made to affiant by, nor is any suit now pending on behalf of any contractor, subcontractor, laborer or materialman, and further that no chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, financing statements, or personal property leases have been given or are outstanding as to any fixtures, appliances, or equipment which are now installed in or upon said real property, or the improvements thereon.

Affiant further says that there are no outstanding deeds of trust, mortgages, judgment liens, mechanics or materialmens liens filed of record or unfiled claims or any other liens or encumbrances of any kind except as follows: None

Affiant on behalf of said Owner of Property and/or General Contractor does for a valuable consideration hereby agree and guarantee to hold PROFESSIONAL TITLE & ESCROW CO

(by reason of the fact that it has issued its title insurance policies), harmless against any liens, claims or suit of or by any general contractor, subcontractor, mechanic or materialman, and against chattel mortgages, conditional bills of sales, retention of title agreements, security agreements, financing statements, or personal property leases in connection with the construction, repair or sale of such building or improvements on said real estate.

The real estate and improvements referred to herein are situated in the DAVIDSON County of, State of Tennessee, and are described as follows, to-wit:

3602 OLD HICKORY BLVD., OLD HICKORY, TENNESSEE 37138
LOTS 1 & 2 THE CARL MINCHEY PROP

December 14, 2001
Date

FIRSTAR BANK, N.A.
By: GREGG W. SPEER/VP

STATE OF ~~TENNESSEE~~ KENTUCKY

COUNTY OF ~~DAVIDSON~~ DAVIESS

Sworn to and subscribed before me this 14th day of December, 2001

APRIL SMITH
Notary Public, State at Large, Kentucky
My Commission Expires Oct. 11, 2004

Notary Public

My Commission expires:

Loan #: