This Instrument Prepared By:
Broker's Escrow Services, Inc.
211 Donelson Pike, Suite 2, P. O. Box 140255
Nashville, Tennessee 37214

ADDRESS NEW OWNER:
Jenice C. Brooks
2542 Bethwood Drive
Nashville, Tennessee 37207

MORTGAGEE:
Bank of America Mortgage
P.O.Box 1504
Latham, NY 12110-8004

Davidson County DEEDWARR
Recvd: 01/23/02 10:19 2pgs
Fees:13.00 Taxes:259.00
20020123-0008971

SEND TAX BILL TO:
Mortgagee

MAP **072-01-0**
GROUP
PARCEL **044.00**

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 of which is hereby acknowledged, **Mary Massey, and Susan Pedersen,** hereinafter called the GRANTORS, have bargained and sold, and by these presents, do transfer and convey unto **Jenice C. Brooks**, unmarried, hereinafter called the GRANTEE, her heirs and assigns, that 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. 150 on the Plan of Shepardwood Section 2, of record in Book 4460, Page 66, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description.
>
> Being the same property conveyed to Mary Massey, and Susan Pedersen, by deed from Secretary of Housing and Urban Development dated May 31, 2001, of record in Instrument No. 200106011-0061135, Register's Office for Davidson County, Tennessee. This is not a marital residence.

This is improved property known as 2542 Bethwood Drive, Nashville, Tennessee 37207.

Taxes for the current year have been settled between the parties. This conveyance is also made subject to the following matters:

1. Taxes resulting from supplemental, revised or corrected assessments under T.C.A., section 67-5-603, et. seq.
2. Subject to all of those facts, conditions and limitations shown on the Plat of record in Plat Book 4460, page 66, Register's Office for Davidson County, Tennessee.
3. Subject to all covenants, subdivision restrictions, easement and other matter of record in Plat Book 4460, page 66, said Register's Office.
4. Subject to restrictive covenants contained in an instrument of record in Book 4572, page 960, Book 7910, Page 855, re-recorded in Book 9471, Page 372, said Register's Office, and to which instrument reference is here made for the complete and exact terms, details and requirements thereof.
5. Subject to an easement for Public Utility and Drainage set forth in an instrument of record in Book 4460, page 66, said Register's Office.

6. Plan of record in Plat book 4460, Page 66, shows a 30 ft minimum building setback line from Bethwood Drive; and a 10 ft. easement for public utility and drainage purposes along the rear of said lot.

7. Survey by John B. Kohl, III dated October 25, 1995, discloses the fence of subject lot encroaching over onto Lot No. 149.

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

9. The policy(s) to be issued in connection with this Commitment shall not provide any insurance as to the exact acreage or quantity of land contained in the insured tract.

10. Subject to any Homeowner Association dues and/or fees, if any, of record in Register's Office for said County.

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,

GRANTORS do covenant with the said GRANTEE 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 GRANTEE, her heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS our hands this the 17th day of January, 2002.

Mary Massey

Mary Massey

Susan Pedersen

Susan Pedersen

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

WITNESS my hand and official seal at office this 17th day of January, 2000.

NOTARY PUBLIC

REBECCA R. WAYNICK NOTARY PUBLIC AT LARGE WILSON CO., TENN.

My Commission Expires September 13, 2003

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual value or consideration, whichever is greater, for this transfer is $70,000.00.

AFFIANT

Subscribed and sworn to before me on this 17th day of January, 2002.

NOTARY PUBLIC

REBECCA R. WAYNICK NOTARY PUBLIC AT LARGE WILSON CO., TENN.

My Commission Expires September 13, 2003