This Instrument Prepared By:

Douglas S. Hale, Attorney
HALE AND HALE, PLC
312 First Tennessee Bank Building
Franklin, Tennessee 37064

Davidson County DEEDWARR
Recvd: 08/20/02 10:26 2pgs
Fees:13.00 Taxes:1060.84
20020820-0100427

NEW OWNER:	SEND TAX BILL TO:	MAP & PARCEL
John R. Melnick and wife, Carole L. Melnick 6072 Brentwood Chase Brentwood, Tennessee 37027	GMAC Mortgage Corporation 1801 West End Avenue Palmer Plaza, Suite 700	160-16-B-37.00

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater, for this transfer is $286,713.86.

AFFIANT

Sworn to and subscribed before me
this 16th day of August, 2002.

NOTARY PUBLIC

My Commission Expires: 1/26/05

WARRANTY DEED

For and in consideration of the sum of Ten Dollars, cash in hand paid by the hereinafter named **GRANTEES**, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, **ENCORE CONSTRUCTION, INC., a Tennessee corporation,** hereinafter called the **"GRANTOR"**, has bargained and sold and by these presents does transfer and convey unto **JOHN R. MELNICK and wife, CAROLE L. MELNICK,** hereinafter called the **"GRANTEES"**, their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, being all of Lot No. 37 on the Plan for Brentwood Chase, Revision One, Section One, of record in Book 9700, pages 936 through 941, of the Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for more complete details of location and description of said lot.

Being the same property conveyed to Encore Construction, Inc. by Warranty Deed from Wilson Concord, L.P., a Tennessee limited partnership, of record in Instrument No. 20020404-0041130, Register's Office for Davidson County, Tennessee.

THIS IS THE SAME DESCRIPTION IN THE PREVIOUS DEED OF RECORD.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to said GRANTEES, their heirs and assigns, forever;

AND GRANTOR does covenant with the said GRANTEES that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it and the same is unencumbered, except as follows:

1. Davidson County taxes for the year 2002 are a lien against said property, but are not yet due and payable. Said taxes have been prorated between the parties as of the date of this instrument, with GRANTOR paying its prorata part thereof to GRANTEES, who will be responsible for payment of said taxes when they become due and payable.

2. All matters appearing on the Plan of Brentwood Chase, Revision One, Section One, of record in Book 9700, pages 936 through 941, Register's Office for Davidson County, Tennessee.

3. Declaration of covenants and restrictions of record in Instrument No. 20020404-0041129, said Register's Office.

4. Declaration of Brentwood Chase Community of record in Instrument No. 200005310053798 and amended in Instrument No. 200008310086366, Register's Office for Davidson County, Tennessee.

5. Easement of record in Book 7902, page 389, Register's Office for Davidson County, Tennessee.

6. Easement of record in Book 8371, page 320, Register's Office for Davidson County, Tennessee.

7. Stormwater detention agreement of record in Book 11115, page 281 and Book 11115, page 286, said Register's Office.

8. Charter of Brentwood Chase Community Association amended and restated in instrument of record in Instrument No. 200005240051842, said Register's Office.

AND GRANTOR DOES FURTHER covenant and bind itself, its successors and assigns, 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.

This improved property is known as 6072 Brentwood Chase, Brentwood, Tennessee 37027.

WITNESS my hand this 15 day of August, 2002, in Brentwood, Tennessee.

ENCORE CONSTRUCTION, INC.

By: _____
Justin Crockett Franks, President

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Justin Crockett Franks, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of Encore Construction, Inc., the within bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation, by himself as such President.

Witness my hand and seal, this 15 day of August, 2002.

_____
Notary Public

My commission expires: 2/5/06

DOUGLAS S. NOTARY PUBLIC AT LARGE WILLIAMSON CO., TN