THIS INSTRUMENT PREPARED BY:
STEWART & BLACK, ATTORNEYS
333 GALLATIN ROAD SOUTH
MADISON, TN 37115

Davidson County DEEDWARR
Recvd: 11/08/02 15:25 6pgs
Fees:32.00 Taxes:0.00
20021108-0138414

ADDRESS NEW OWNER:

KEITH N. MUELLER ET UX
MARLEE R. CRANKSHAW ET VIR

MAP AND PARCEL NO:

042-13-0-63.00

SEND TAX BILLS TO:

The actual consideration or value, whichever is greater, for this transfer, is $1.00, this 31st day of October, 2002.

Lindy Watson
AFFIANT

Sworn to and subscribed before me this 31st day of October, 2002.

Kristie Taylor
NOTARY PUBLIC

KRISTIE TAYLOR NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE

My commission expires: 01/29/06

WARRANTY DEED

FOR AND IN CONSIDERATION OF THE SUM OF ONE AND NO/100 ($1.00) DOLLAR, cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which are hereby expressly acknowledged, WE, KEITH N. MUELLER and wife, GWYTHALYNNE A. MUELLER and MARLEE R. CRANKSHAW, hereinafter referred to as GRANTORS, have this day bargained and sold, and do hereby transfer and convey unto the said KEITH N. MUELLER and wife, GWYTHALYNNE A. MUELLER and MARLEE R. CRANKSHAW and husband, ROBERT CRANKSHAW, hereinafter referred to as GRANTEES, THEIR successors, heirs and assigns, certain real estate in DAVIDSON County, Tennessee, being more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference, together with all right, title and interest of GRANTORS in and to any easements and rights-of-way adjoining or abutting said real estate and any covenants and other rights appurtenant thereto (the "Property"). This conveyance of the "Property", and all covenants and warranties contained herein, are made expressly subject to the

exceptions and other matters set forth in Exhibit "B", which is attached hereto and incorporated herein by reference.

This is improved property known as 126 Port Drive, Davidson County, Tennessee

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest belonging to the said GRANTEES, THEIR successors, heirs and assigns forever, We covenant that we am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered except to the extent otherwise set forth in Exhibit "B" hereto.

WE further covenant and bind ourselves and our heirs and representatives, to warrant and forever defend the title to said GRANTEES, THEIR successors, heirs and assigns, against the lawful claims of all persons.

WITNESS OUR hands and seals on this the 31st day of October

X, 2002.

Keith N. Mueller

KEITH N. MUELLER

Keith N. Mueller

GWYTHALYNNE A. MUELLER

Gwythalynne A. Mueller

MARLEE R. CRANKSHAW

Marlee R Crankshaw

STATE OF TENNESSEE :

COUNTY OF DAVIDSON :

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, KEITH N. MUELLER AND WIFE, GWYTHALYNNE A. MUELLER, the within named bargainor(s) with whom I am personally acquainted (or who proved TO ME upon satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at MADISON, Tennessee on this the 31st day of October 2002

Kristie Taylor

notary public

KRISTIE TAYLOR NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE

My commission expires: 07/29/06

STATE OF TENNESSEE :

COUNTY OF DAVIDSON :

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, MARLEE R. CRANKSHAW the within named bargainor(s) with whom I am personally acquainted (or who proved TO ME upon satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at MADISON, Tennessee, on this the 31st day of October ,2002

notary public

My commission expires: 07/29/06

KRISTIE S. TAYLOR NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE

EXHIBIT "A"

LAND in Davidson County, Tennessee, being Lot No. 93, on the plan of Sherry Heights, Section III, as shown on plat of record in plat Book 2331, pages 126 and 127, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being the same property conveyed to KEITH N. MUELLER AND WIFE, GWYTHALYNNE A. MUELLER AND MARLEE R. CRANKSHAW, by Quitclaim Deed, from KEITH N. MUELLER AND WIFE, GWYTHALYNNE A. MUELLER, of record in Instrument No. 20020219-0020857, said Register's Office.

EXHIBIT 'B'

1. Real property taxes for the year 2000 and all subsequent years.

2. Unrecorded easements for roads and utilities, if any.

3. This conveyance is subject to the following restrictive covenants which shall run with the land and be binding upon the Grantees, their successors, heirs and assigns. Said restrictive covenants are as listed below and shall be effective upon any subdivision of the herein conveyed property resulting in multiple building lots. Said restrictive covenants are as follows:

   a. Only one single-family dwelling shall be constructed on each building lot.
   b. Each house shall contain a minimum of 1,450 square feet of living space.
   c. There shall be no temporary, portable, mobile or modular homes placed or installed at any time on any lot.
   d. All homes built on said lots shall be built 'brick-to-grade".
   e. In the event there is any violation of the herein restrictions, any lot owner may bring an action in law or equity to enforce them.

EXHIBIT 'B'

1. Real property taxes for the year 2000 and all subsequent years.
2. All matters of record on the plan of Sherry Heights, Section III, of record in Plat Book 2331, Pages 126 and 127, Register's Office for Davidson County, Tennessee.
3. Any and all other matters appearing of record.