This Instrument Prepared By:
Bottorff, Kavin & Cook, PLC
155 Franklin Road, Suite 120
Brentwood, Tennessee 37027

Record & Return to:
Watauga Title Company
155 Franklin Road, Suite 120
Brentwood, TN 37027

ADDRESS NEW OWNER:
James Robert Bush et ux
4848 Myra Drive
Hermitage, TN 37076

SEND TAX BILL TO:
Owner

MORTGAGEE:

None

Davidson County DEEDWARR
Recvd: 02/12/03 13:43 2pgs
Fees:13.00 Taxes:645.65
20030212-0019441

MAP **87**
GROUP **09**
PARCEL **80.00**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named "GRANTEES", and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Dial Properties, LLC and J. D. Eatherly** hereinafter called the GRANTORS, has bargained and sold, and by these presents, does hereby transfer and convey unto **James Robert Bush and wife, Nancy V. Bush**, hereinafter called the "GRANTEES", its successors and assigns, a certain tract or parcel of land located in Davidson County, State of Tennessee, described as follows, to-wit:

Land in the 13th Councilmanic District of Davidson County, Tennessee, being Lot No. 25 on the Plan of Phase One, New Hope Estates, of record in Plat Book 9700, page 319, Register's Office for Davidson County, Tennessee, reference to which is hereby made for a more complete description thereof.

Being the same property conveyed to Dial Properties, LLC and J. D. Eatherly by deed from Holigan Homes Tennessee, LTD, a Texas limited partnership, of record in Instrument no. 200012328-0127136, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to all restrictions, easements, zoning and planning ordinances, and health department regulations that may affect the premises.

This conveyance is further made subject to real property taxes for 2003 and subsequent years.

This is improved property known as 4848 Myra Drive, New Hope Estates, Hermitage, Tennessee 37075.

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, its successors 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 warrants that the same is unencumbered unless otherwise herein set out; and, GRANTOR does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, its successors 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 the 7th day of February, 2003.

Dial Properties, LLC

By: John L. Dial, Chief Manager

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, the undersigned authority of the State and County aforesaid, personally appeared **John L. Dial** with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be **Chief Manager** of **Dial Properties, LLC**, the within named bargainor, a corporation, and that he as such authorized officer, with the authority so to do, executed the within Warranty Deed for the purposes therein contained by signing the name of the corporation as such authorized officer.

WITNESS my hand and official seal this 7th day of February, 2003.

Thomas I. Bottorff
NOTARY PUBLIC

My Commission Expires: 1/29/2006

WITNESS my hand this the 7th day of February, 2003.

J. D. Eatherly

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, **J. D. Eatherly**, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within Warranty Deed for the purposes therein contained.

WITNESS my hand and official seal this 7th day of February, 2003.

Thomas I. Bottorff
NOTARY PUBLIC

My Commission Expires: 1/29/2006

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

The actual value or consideration, whichever is greater, for this transfer is $174,500.00.

AFFIANT

Subscribed and sworn to before me on this 7th day of February, 2003.

Thomas I. Bottorff
NOTARY PUBLIC

My Commission Expires: 1/29/2006