(1)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $135,800.00.

Affiant

Sworn to and subscribed before me, the undersigned, a Notary Public this 27th day of February, 2003.

Notary Public

My Commission Expires: AT LARGE AUG. 14, 2006 WILLIAMSON COUNTY

WARRANTY DEED

THIS INSTRUMENT WAS PREPARED BY
Hickory Hollow Title, LLC
5252 Hickory Hollow Pkwy
Suite 2077C
Antioch, Tennessee 37013

Davidson County DEEDWARR
Recvd: 03/03/03 15:11 2pgs
Fees:13.00 Taxes:502.46
20030303-0027831

ADDRESS NEW OWNER(S) AS FOLLOWS:
Peter J. Bernhart
3013 Rainstone Point
Antioch, TN 37013

SEND TAX BILLS TO:
Wells Fargo Home Mortgage, Inc.
P.O. Box 9143
Des Moines, IA 50306-9143

MAP-PARCEL NUMBERS:
Map & Parcel: 164-120-A-063.00CO

For and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid by the Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, **Jerry Butler Builders, LLC** hereinafter referred to as Grantors, hereby transfers and conveys to **Peter J. Bernhart, a married man** hereinafter referred to as 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 Lot 63, on the Plan of Weatherstone, of record at Instrument #2002 092601 17440, Register's Office for Davidson County, Tennessee.

Being a portion of the same property conveyed to Jerry Butler Builders, LLC., by QuitClaim Deed from Gail P. Pigg, Trustee, having full power to sell, transfer or convey without the joinder of any beneficiary, of record at Instrument #2001 123101 44900, Register's Office for Davidson County, Tennessee, dated December 31, 2001. And by Deed of record at Instrument #20010403-0032129.

Being a portion of the same property conveyed to Jerry Butler Builders, LLC., by QuitClaim Deed from Gail P. Pigg, Trustee, having full power to sell, transfer or convey without the joinder of any beneficiary, of record at Instrument #2001 123101 44900, Register's Office for Davidson County, Tennessee, dated December 31, 2001. And by Deed of record at Instrument #20010403-0032129.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

Taxes for the year 2003, and subsequent years, a lien not yet due and payable.

The Plan of record at Instrument # 2002 092601 17440, Register's Office for Davidson County, Tennessee.
Restrictive covenants contained in an instrument of record at Instrument # 2002 061100 71030, Register's Office for Davidson County, Tennessee.

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The P.U.D. Boundary Plat of record in Plat Book recorded as Instrument # 2002 071800 86527, said Register's Office .

Subject to Rights of Ingress/Egress as described within Deeds of record in Book 4457, Page 350, Book 2671, Page 127, Book 4706, Page 227, Book 11533, Page 826, and Instrumeny No. 2001 040300 32129, said Register's Office.

Subject to the lien for special assessments as contained in the Declaration of Covenants, Conditions and Restrictions.

Subject to the rights of others in and to the common area/elements.

If improvements are complete after January 1 of any year, the law requires supplemental assessments for the year in which improvements are completed as defined by statue. We assume no liability for the taxes assessed by correction pursuant to the provisions of Tennessee Code Annotated, Section 67-603, ct.seq.

Any and all visible easement lying on or across the property.

Rights or claims of parties in possession not shown by the public records.

Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

County and/or City taxes for the year 2003, a lien not yet due and payable. Said taxes have been prorated between the parties as of the date of this instrument, with the GRANTORS paying their prorata share thereof to GRANTEES who will be responsible for payment of said taxes.

This is improved property known as 3013 Rainstone Point, Antioch, TN 37013.

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 I do covenant with the said **GRANTEES** that I am 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 I do further covenant and bind myself, my 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 27th day of February, 2003.

Jerry Butler Builders, LLC

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named K. Thomas Stowell, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he is the Closing Agent for Jerry Butler Builders, LLC, and who further acknowledged that he executed the forgoing instrument for the purposes therein contained by signing his name as the Closing Agent for Jerry Butler Builders, LLC.

Witness my hand and official seal this 27th day of February, 2003.

Notary Public

My Commission Expires: _____

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