Box44

Davidson County DEEDWARR
Recvd: 07/17/03 15:28 2pgs
Fees:13.00 Taxes:2423.50
20030717-0100695

THIS INSTRUMENT PREPARED BY: **George V. Crawford, Jr.** **GULLETT, SANFORD, ROBINSON & MARTIN, PLLC** 230 FOURTH AVENUE, NORTH P. O. BOX 198888 NASHVILLE, TENNESSEE 37219-8888 (615) 244-4994	STATE OF TENNESSEE) COUNTY OF DAVIDSON) The actual consideration or value, whichever is greater, for this transfer is $655,000.00 Affiant Subscribed and sworn to before me, this 16th day of July, 2003. Notary Public My Commission Expires: 10/2/03

Address New Owner As Follows: Paul Bleiweis 1168 Safety Harbor Cove Old Hickory, TN 37138	Send Tax Bills To: Same	Map-Parcel Number: 064-03-0-B 113.00

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, **JOSEPH P. TORTORICH,** unmarried, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto **PAUL BLEIWEIS**, hereinafter called the Grantee, his heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 191 on the Final Plat of Brandywine Pointe, Phase Six, Section Two, a Planned Unit Development, as of record in Book 7900, page 947, Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description thereof.

Being the same property conveyed to Joseph P. Tortorich by deed from Byron G. Jasper and wife, Cynthia A. Jasper, of record as Instrument No. 20000705-0066315, Register's Office for Davidson County, Tennessee.

A new legal description was not prepared for this transaction. The legal description is the same as the previous instrument of record.

This conveyance is made subject to:

1. 2003 Metro taxes, a lien but not yet due and payable, which have been prorated and assumed by Grantee. By acceptance of delivery of this instrument, Grantee assumes and agrees to pay such taxes as and when such become payable and to indemnify and hold harmless Grantor from liability and loss therefrom.

2. Declaration of Covenants, Conditions and Restrictions of Brandywine Pointe Subdivision of record in Book 8120, pages 170 and 188, and amended in Book 8671, page 484, in Book 9010, page 627, and made applicable in Book 9657, page 242, said Register's Office.

3. Restrictive Covenants for Dock Association of record in Book 8695, page 379, in Book 9145, page 957, in Book 9576, page 846, in Book 9776, page 427, in Book 10447, page 711, and in Book 10684, page 324, said Register's Office.

4. Amended By-Laws of Brandywine Pointe Community Association, Inc., of record in Book 10721, page 835, said Register's Office.

5. All matters as shown on the Plan of record in Book 7900, page 947 Register's Office for Davidson County, Tennessee.

This is improved property known as 1168 Safety Harbor Cove, Old Hickory, TN 37138.

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, his heirs and assigns, forever; and I covenant with the said Grantee 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 further covenant and bind myself, my heirs and assigns, to warrant and forever defend the title to the said land to the said Grantee, his heirs and assigns, against the lawful claims of all person whomsoever.

WITNESS my hand this 16th day of July, 2003.

Joseph P. Tortorich

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **JOSEPH P. TORTORICH**, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 16th day of July, 2003.

Notary Public

My Commission Expires: 10/25/03