THIS INSTRUMENT PREPARED BY: **Mudter Morgan & Patterson** **Attorneys-at-Law** **2000 Richard Jones Road** **Suite 110** **Nashville, Tennessee 37215** **Record & Return To:** **First Title & Escrow Co., Inc.** **FTEC File No. 22063-11-2003** File Box 9B	STATE OF TENNESSEE, COUNTY OF DAVIDSON The actual consideration or value, whichever is greater, for this transfer is: $791,000.00. Affiant Subscribed and sworn to before me this 15th day of December, 2003. Notary Public My Commission Expires: 5/16/05

GEORGE E. MUDTER, JR. NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires SEPT. 25, 2004

WARRANTY DEED

Address New Owner: George E. Mudter, Jr., Trustee 2000 Richard Jones Road, Suite 110 Nashville, TN 37215	**Send Tax Bills To:** NEW OWNER	**Tax Information:** Map No.117.13 Parcel No. 153.00 CO

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Krohn Homes, LLC, a Tennessee limited liability company** ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **George E. Mudter, Jr., Trustee with full power of transfer, sell, mortgage, convey or otherwise encumber without the joinder of any beneficiary** ("Grantee"), its successors, heirs and assigns, all that tract or parcel of land in Davidson County, Tennessee, more particularly described on Exhibit "A" hereto.

This is improved property located at 915 Bowring Park, Nashville, TN, 37215

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to Grantee, its successors, heirs and assigns, forever.

And Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as set out on Exhibit "A" hereto. Grantor further covenants and binds itself, its successors, heirs and assigns to warrant and forever defend the title to said real estate to Grantee, its successors, heirs and assigns against the lawful claims of all persons, except as set out on Exhibit "A" hereto.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this instrument on the 15th day of December, 2003.

Krohn Homes, LLC

BY: Jerry T. Krohn, Chief Manager

Davidson County DEEDWARR
Recvd: 12/22/03 15:50 2pgs
Fees:13.00 Taxes:2926.70
20031222-0182011

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid **Jerry T. Krohn**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that HE is the **Chief Manager** of **Krohn Homes, LLC, a Tennessee limited liability company**, the maker, or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker

Witness my hand, at office, this 15th day of December, 2003.

Notary Public

My Commission Expires:

GEORGE E. MUDTER, JR. NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires SEPT. 25, 2004

EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot No. 1017 on the Plan of Abbottsford Phase 2 Revision 1 as of record in Instrument No. 20010502-0044874, Register's Office for Davidson County, Tennessee to which plan reference is made for a more complete description.

Being the same property conveyed to Krohn Homes, LLC by deed dated May 17, 2001 from Landstar Development, LLC, a Tennessee limited liability company of record in Instrument No. 20010524-0054195, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1) 2003 City/County Taxes, which have been paid by the Grantor and prorated by the parties;
2) Restrictive covenants contained in an instrument of record in Book 6478, page 177, amended in Book 6530, page 242, Register's Office for Davidson, County, Tennessee, (omitting therefrom any covenants, conditions or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenants, conditions or restriction (a) is exempt under Title 42 of the United States Code; or (b) relates to handicap, but does not discriminate against handicapped persons);
3) Declaration of Covenants, Conditions and Restrictions for Abbottsford of record in Book 8106, page 1, amended in Book 8627, page 254, Book 9381, page 876, Book 10458, page 810, Instrument No. 20010330-0030930, Instrument No. 20010502-0045152, re-recorded in Instrument No. 200105141-0049648, Register's Office for Davidson County, Tennessee, (omitting therefrom any covenants, conditions or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenants, conditions or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates tohandicap, but does not discriminate against handicapped persons);
4) Charter of Incorporation of Abbottsford Homeowners Association, Inc. of record in Book 6548, page 213, Register's Office for Davidson County, Tennessee;
5) Easement for water line of record in Book 1037, page 572 and Book 1286, page 690, Register's Office for Davidson County, Tennessee;
6) Storm water detention agreement of record in Book 6555, page 328 and Instrument No. 20010425-0040838, Register's Office for Davidson County, Tennessee;
7) All matters appearing on the Plan of Frank R. Leu Property of record in Plat Book 6250, page 418, Register's Office for Davidson County, Tennessee;
8) All matters appearing on the Plan of record in Instrument No. 20010502-0044874, Register's Office for Davidson County, Tennessee.