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Davidson County DEEDWARR
Recvd: 02/23/04 11:02 2pgs
Fees:13.00 Taxes:2980.00

20040223-0020204

THIS INSTRUMENT PREPARED BY: **George V. Crawford, Jr.** **GULLETT, SANFORD, ROBINSON & MARTIN, PLLC** 315 DEADERICK STREET, SUITE 1100 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 $800,000.00. Affiant Subscribed and sworn to before me, this 20th day of February, 2004. Notary Public My Commission Expires: 7/21/07

JANETTE L. RAMER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Address New Owner As Follows: Donald R. Moody 5605 Ottershaw Court Nashville, TN 37027	Send Tax Bills To: Same	Map-Parcel Number: 159-10-0-A 002.00

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, **JAMES T. HEARN,** unmarried, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto **DONALD R. MOODY**, 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. 2 on the Plat of Ottershaw Subdivision, of record in Book 7900, page 678, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being the same property conveyed to James T. Hearn by deed from Scruggs HomeBuilders, L.P. of record in Book 10055, page 295, said Register's Office.

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. 2004 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 Grantors from liability and loss therefrom.

2. All matters as shown on the Plan of record in Book 7900, page 678, Register's Office for Davidson County, Tennessee.

3. Declaration of covenants, conditions and restrictions for Ottershaw of record in Book 9269, page 483, said Register's Office.

4. Charter of Ottershaw Homeowner's Association, Inc., of record in Book 9311, page 606, Register's Office for said County.

This is improved property known as 5605 Ottershaw Court, Nashville, TN 37027.

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 20 day of February, 2004.

James T. Hearn

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **JAMES T. HEARN**, 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 20th day of February, 2004.

Notary Public

GEORGE V. CRAWFORD III NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires: 3/31/2007