This Instrument Prepared By:
Heritage Title & Escrow Co., Inc.
123 Fifth Ave. North
Franklin, TN 37064

Map & Parcel 172-00-0-A-2.00

Davidson County DEEDWARR
Recvd: 03/30/04 15:44 2pgs
Fees:13.00 Taxes:218.30
20040330-0035746

Send Tax Statements To:	Name/Address New Owner:	Name of Mortgagee:
THOMAS A. CHAPMAN and KRISTINA L. CHAPMAN	**THOMAS A. CHAPMAN and KRISTINA L. CHAPMAN**	**NONE**
1667 Kirkwood Place	**1667 Kirkwood Place**	
Brentwood, Tennessee 37027	**Brentwood, Tennessee 37027**	

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, **JOSEPH M. TICHENOR and JOAN J. TICHENOR, Husband and Wife as Tenants by the Entirety**, have bargained and sold and by these presents do transfer and convey unto **THOMAS A. CHAPMAN and KRISTINA L. CHAPMAN, Husband and Wife as Tenants by the Entirety, their** heirs and assigns forever, the following described property, to wit:

A certain tract or parcel of land located in Davidson County, State of Tennessee, described as follows, to-wit:

A tract or parcel of land situated and lying in Davidson County, Tennessee, the same being Lot No. 2 on the plan of the Resubdivision of Lots 2 and 35, Banbury Crossing, Third Revision of Section One, a Planned Unit Development, as of record in Book 9700, page 742, 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 M. Tichenor and wife, Joan J. Tichenor by deed from International Church of the Foursquare Gospel of record in Instrument No. 20010108-0002092, Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD said tract of land, together with all improvements thereon and all appurtenances thereunto belonging unto the said Grantees, their heirs and assigns forever.

AND WE DO COVENANT with the said Grantees, their heirs and assigns, that we are lawfully seized and possessed of said property, that we have a good and lawful right to sell and convey same, and that it is free from any lien or encumbrance whatsoever with the following exceptions:

1. 2004 Davidson County taxes are a lien but are not yet due and payable. These taxes have been prorated between the parties as of the date of this instrument, with Grantees assuming responsibility for payment of the same.

2. All matters as shown on the Plan of Banbury Station of record in Book 9700, page 742 and Book 9700, page 549, Register's Office of Davidson County, Tennessee.

3. Restrictive Covenants of record in Book 4148, page 75; Book 4148, page 196; Book 4148, page 247; Book 4148, page 254; Book 4148, page 264; Book 4148, page 292; Book 2438, page 392 and Book 4148, page 261, Register's Office of Davidson County, Tennessee.

4. Declaration of Covenants, Conditions, Liens Easements and Restrictions of record in Book 10369, page 48 as amended of record in Book 10962, page 516 and Book 11218, page 180, Register's Office of Davidson County, Tennessee.

5. Restrictive Covenants contained in instrument of record in Book 10221, page 199, Register's Office of Davidson County, Tennessee.

6. Grant of Transmission Line Easement of record in Book 1174, page 153, Register's Office of Davidson County, Tennessee.

7. Storm Water Detention Agreement of record in Book 10633, page 330, Register's Office of Davidson County, Tennessee.

8. Agreement of record in Book 11213, page 82, Register's Office of Davidson County, Tennessee.

AND WE DO FURTHER COVENANT and bind ourselves, our heirs and assigns, to warrant and defend the title thereto against the lawful claims and demands of all persons whomsoever.

Grantors hereby conveys the Premises to Grantees at the direction of and on behalf of Asset Preservation, Inc. (the "Qualified Intermediary "), the exchange agent for purposes of effecting an Internal Revenue Code Section 1031 like-kind exchange pursuant to that certain Exchange Agreement dated March 29, 2004, by and between Grantors and the Qualified Intermediary.

IN TESTIMONY WHEREOF, we have hereunto set our signatures, this the **29th** day of **March, 2004**.

JOSEPH M. TICHENOR

JOAN J. TICHENOR

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **JOSEPH M. TICHENOR and JOAN J. TICHENOR**, the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, on this **29th** day of **March, 2004**.

My Commission Expires:
1-16-08

J. SUSAN DUFF NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TN

Notary Public

STATE OF TENNESSEE
COUNTY OF **WILLIAMSON**

I certify that the actual consideration or value, whichever is greater, for this transfer is the sum of **$59,000.00**.

Affiant

Sworn to and subscribed before me on this **29th** day of **March, 2004**.

My Commission Expires:
1-16-08

Notary Public

J. SUSAN DUFF NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TN