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. 22962-06-2004** File Box 9B	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $220,000.00. Charles M. Winn Affiant Subscribed and sworn to before me this 25th day of June, 2004. Notary Public My Commission Expires:

J. MICHAEL MORGAN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

NOTARY PUBLIC AT LARGE J. Michael Morgan My Commission Expires July 30, 2005 STATE OF TENNESSEE

WARRANTY DEED

Address New Owner: Charles M. Winn 6309 Spera Pointe Crossing Hermitage, TN 37076	**Send Tax Bills To:** CTX Mortgage Company 3100 West end Avenue suite #1020 Nashville, TN 37203	**Tax Information:** Map No.095.05-0B Parcel No. 014.00 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, **Joseph A. Zbell**, unmarried ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Charles M. Winn**, unmarried ("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 property located at 6309 Spera Pointe Crossing, Hermitage, TN 37076

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 25th day of June, 2004.

Joseph A. Zbell by Mark Howell AIF
Joseph A. Zbell
By Mark Howell, as his Attorney in Fact

STATE OF TENNESSEE, COUNTY OF DAVIDSON

Before me, the undersigned, of the State and County aforesaid, personally appeared Mark Howell with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument on behalf of Joseph A. Isbell, as his Attorney-In-Fact, and as the free act and deed of the within named James B. Poole, also known as Joseph A. Isbell as his Attorney in Fact.

Witness my hand and official seal, at office in Nashville, Tennessee, this 25th day of June, 2004.

Notary Public

My Commission Expires:_____

J. MICHAEL MORGAN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

NOTARY PUBLIC AT LARGE J. Michael Morgan My Commission Expires July 30, 2005 STATE OF TENNESSEE

Davidson County DEEDWARR
Recvd: 06/30/04 08:05 2pgs
Fees:13.00 Taxes:814.00

20040630-0077372

EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot No. 14 on the Plan of First Revision Baypointe Subdivision Phase I, as of record in Instrument No. 200006210061773, Register's Office for Davidson County, Tennessee to which plan reference is made for a more complete description.

Being the same property conveyed to Joseph A. Zbell, unmarried by Deed dated, 11/16/2001 from Eastland Construction Inc., a Tennessee corporation of record in Instrument No. 20011203-0132342, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. 2004 County Taxes which have been prorated by the parties and assumed by the Grantee.
2. Restrictive covenants contained in an instrument of record in Book 3811, page 637, Book 3827, page 822; Book 3827, page 830; reiterated in book 4075, page 628, 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 By-Laws and Retrictions for Baypointe, of record in Instrument No. 200005100047337, amended in Instrument No. 200007200071748, 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).
4. Dedication of common area to Baypointe Homeowner's Association, Inc. of record in Instrument No. 20020805-0093528, Register's Office for Davidson County, Tennessee.
5. Easements to the Metropolitan Government of Nashville and Davidson County for sanitary sewers and/or storm drainage, of record in Book 10493, page 504, Register's Office for Davidson County, Tennessee.
6. All matters appearing on the Plan of record as Instrument No. 200006210061773, Register's Office for Davidson County, Tennessee.
7. Easement for Transmission lines of record in Book 1255, page 347 and Book 1280, page 445, Register's Office for Davidson County, Tennessee.