This Instrument Prepared By:
BROKERS ESCROW SERVICES, INC.
211 Donelson Pike, Suite 2, P. O. BOX 140255
Nashville, Tennessee 37214

Davidson County DEEDWARR
Recvd: 09/29/04 15:41 2pgs
Fees:13.00 Taxes:355.20
20040929-0117413

Send tax bill to new owner:
Joy Heath O'Dell
1024 Cobbler Court
Nashville, TN 37221

MAP	**96 9 A**
GROUP	
PARCEL	**764.00**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named "GRANTEE", and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Bethany Pittler**, having since married and is now known as Bethany Pittler Rosen, hereinafter called the "GRANTOR", has bargained and sold, and by these presents, does transfer and convey unto **Joy Heath O'Dell, married**, hereinafter called the "GRANTEE", her successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, being Unit No. 764, on the Plan of Emery Place of record in Plat Book 6250, page 719, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Bethany Pittler by deed dated April 27, 2001, of record in Instrument no. 20010503-0045476, Register's Office for Davidson County, Tennessee.

Jack Rosen, spouse of Bethany Pittler Rosen, hereby joins in the execution of this instrument for the purpose of conveying any interest he may have in the subject property by virtue of his marriage to the said Bethany Pittler Rosen.

Taxes for the current year have been settled between the parties. Said property is transferred subject to the following matters:

1. Taxes resulting from supplemental, revised or corrected assessments under T.C.A., section 67-5-603, et. seq.
2. Subject to all applicable zoning and planning restrictions, and all health department rules and regulations that may affect the premises.
3. Subject to Charter of record in Book 6647, page 466 and 6724, page 627, Master Deed of record in Book 6715, page 96, Restrictions of record in Book 6715, page 73, as amended in Book 6783, page 205 and in Book 6845, page 515 Register's Office for Davidson County, Tennessee, and to which instruments reference is here made for the complete and exact terms, details and requirements thereof.
4. Subject to all covenants, subdivision restrictions, easement and other matter of record in Plat Book 6250, page 719, said Register's Office.
5. Subject to an easement for Common Area, set forth in an instrument of record in Book 6947, page 944, and Book 6887, page 739 said Register's Office.
6. Subject to all of those facts, conditions and limitations shown on the Plat of record in Plat Book 6250, page 719, Register's Office for Davidson County, Tennessee.

This is improved property known as 764 Kent Road, 37214, Tennessee

GRANTOR make no representation or warranty, express or implied, as to the exact amount of acreage or square footage in the property, or as to the ownership of the minerals located on, under or within the property. Grantor makes no representations or warranties, express or implied, with respect to the condition of the property conveyed hereby, including improvements located thereon, including, without limitation, the habitability, condition or fitness thereof for any particular use or purpose. Grantee agrees that the property conveyed hereby, including improvements located thereon, is conveyed by Grantor and accepted by Grantee in an "as is, where is" and "with all faults" condition.

THIS conveyance is made expressly subject to all covenants, conditions, restrictions, and reservations contained in former deeds and other instruments of record applicable to said property, insofar as same are presently binding thereon, and to any easements apparent from an inspection of said property.

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", its successors and assigns, forever, and,

GRANTOR does covenant with the said "GRANTEE" that she is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and warrants that the same is unencumbered, unless otherwise herein set out; and,

"GRANTOR", does further covenant and bind herself, her heirs and assigns, to warrant and forever defend the title to the said land to the said "GRANTEE", and her successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS our hands this the 20th day of September, 2004.

Bethany Pittler Rosen

Bethany Pittler Rosen

Jack Rosen

Jack Rosen

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, Bethany Pittler Rosen and Jack Rosen, 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 Warranty Deed for the purposes therein contained.

WITNESS my hand and official seal at office this 20th day of September, 2004.

NOTARY PUBLIC
My Commission Expires:

REBECCA R. WAYNICK NOTARY PUBLIC AT LARGE WILSON COUNTY, TENN My Commission Expires 09/08/2007

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $96,000.00.

AFFIANT

Subscribed and sworn to before me on this 20th day of September, 2004.

NOTARY PUBLIC
My Commission Expires:

REBECCA R. WAYNICK NOTARY PUBLIC AT LARGE WILSON COUNTY, TENN My Commission Expires 09/08/2007