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

Davidson County DEEDWARR
Recvd: 12/17/04 15:41 2pgs
Fees:13.00 Taxes:954.60
20041217-0150527

Send tax bill to new owner:
Charles Chance
904 Green Valley Rd
Mt. Juliet, TN 37122

MAP **85**
GROUP
PARCEL **72**

MORTGAGEE:
Bank of the South
551 North Mt. Juliet Rd., P.O. Box 1002
Mt. Juliet, TN 37121

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named "GRANTEES", and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Ralph L. Ulmer and wife, Marion W. Ulmer** hereinafter called the "GRANTORS", have bargained and sold, and by these presents, do transfer and convey unto **Charles O. Chance and wife, Sherryl Chance**, hereinafter called the "GRANTEES", their successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

A certain Tract or parcel of land in the County of Davidson, State of Tennessee, as described as follows, to-wit: Being Lot No. 2 on the Final Plat Cabinet Shop recorded in Plat Book 9700, page 233 Register's Office of Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate legal description thereof.

Being the same property conveyed to Ralph L. Ulmer and wife, Marion W. Ulmer by deed from Ralph L. Ulmer and wife, Marion W. Ulmer dated November 28, 1996, of record in Book 10272, page 130, Register's Office for Davidson County, Tennessee.

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 all covenants, subdivision restrictions, easement and other matter of record in Plat Book 9700, page 233, said Register's Office.
4. Subject to an easement for a disposal field, for Lot 2 and a water line easement from well pump house on an across Lot No. 1 forth in an instrument of record in Book 9700, page 233, said Register's Office.
5. Subject to all of those facts, conditions and limitations shown on the Plat of record in Plat Book 9700, page 233, Register's Office for Davidson County, Tennessee.

This is improved property known as 3520 Hoggett Ford Rd., Hermitage, Tennessee 37076.

GRANTOR makes 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 "GRANTEES", its successors and assigns, forever, and,

GRANTORS do covenant with the said "GRANTEES" that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and warrants that the same is unencumbered, unless otherwise herein set out; and,

"GRANTORS", do further covenant and bind themselves, their heirs and assigns, to warrant and forever defend the title to the said land to the said "GRANTEES", and its 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 8th day of December, 2004.

Ralph L. Ulmer

Marion W. Ulmer

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, **Ralph L. Ulmer and wife, Marion W. Ulmer**, 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 8th day of December, 2004.

NOTARY PUBLIC

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

My Commission Expires:

STATE OF Tennessee)
COUNTY OF Davidson)

The actual value or consideration, whichever is greater, for this transfer is $258,000.00.

AFFIANT

Subscribed and sworn to before me on this 8th day of December, 2004.

NOTARY PUBLIC

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

My Commission Expires: