Owner
The Timbers of Nash. Associates
1120 Morse Road
Columbus, Ohio 43229

Tax bills
same
same
same

161
61 1/2 EO
Pd

WARRANTY DEED

BOOK 4669 PAGE 687

THIS INDENTURE, made this 15th day of December, 1972, between DEFFET TENNESSEE PARTNERS, LIMITED, an Ohio limited partnership, Grantor, and THE TIMBERS OF NASHVILLE ASSOCIATES, an Ohio limited partnership, Grantee;

W I T N E S S E T H

That the said Grantor, Deffet Tennessee Partners, Limited, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration to it in hand paid by the said Grantee, The Timbers of Nashville Associates, the receipt whereof is hereby acknowledged, hereby sells and conveys unto the said Grantee, The Timbers of Nashville Associates, its successors and assigns forever the certain tract of land situated and being in the County of Davidson, State of Tennessee, and being more fully described as follows:

Beginning at a concrete monument in the West margin of Nolensville Road, said point being in the Southeast corner of Kingswood Park Subdivision as of record in Book 2900, page 70, and said point being 435.75 feet South of the Centerline of Brewer Street; Thence along the West margin of Nolensville Road S 14° 05' E, a distance of 210.0 feet to an iron pin; Thence N 83° 59' W, a distance of 532.43 feet to an iron pin; Thence S 14° 05' E, a distance of 431.23 feet to an iron pin, Thence N 88° 37' W, a distance of 615.00 feet to an iron pin; Thence S 80° 51' W, a distance of 242.00 feet to an iron pin; Thence N 44° 09' W, a distance of 220.00 feet; Thence N 51° 51' E, a distance of 185.0 feet; Thence N 27° 09' W, 253.0 feet; Thence N 18° 24' W, a distance of 194.00 feet; Thence N o° 32' W, a distance of 57.29 feet; Thence S 83° 59' E, a distance of 1,237.0 feet to the point of beginning containing 15.67 acres.

Being a portion of the property conveyed to Sarah T. McMurray, as of record in Book 668, page 9, and Book 919, page 579, Register's Office, Davidson County, Tennessee.

TO HAVE AND TO HOLD the aforesaid land, with all and singular the hereditaments and appurtenances of and to the same belonging or in any wise appertaining to the said Grantee, The Timbers of Nashville Associates, its successors and assigns forever; and the said Grantor, Deffet Tennessee Partners, Limited, for its successors and representatives does covenant and agrees to and with the said Grantee, The Timbers of Nashville Associates,

its successors or assigns, that it is lawfully seized in fee of the aforesaid premises; that the same are free of all encumbrances except taxes (general and special) and installments of special assessments, liens, restrictions, if any, and any slight encroachments on the property; also under and subject to the lien of a certain deed of trust created by Deffet Tennessee Partners, Limited in favor of Homer Hail and W. E. Ezzell, Trustee by Deed of Trust dated June 12, 1972 and recorded in the Register's Office in and for Davidson County, Tennessee, in Volume 4610 at Page 315, which the Grantee hereby assumes and agrees to pay; that it has good right to sell and convey the same to the Grantee, The Timbers of Nashville Associates, as aforesaid; and that the before granted land and premises it will warrant and defend against all lawful claims whatever, except those arising out of an encumbrance herein excepted.

IN WITNESS WHEREOF, the said parties have hereto set their hands and affixed their seals, the day and year above written.

Signed and acknowledged in the presence of:

DEFFET TENNESSEE PARTNERS, LTD., an Ohio limited partnership
by Deffet Rentals, Inc.
its general partner

By _____
First Vice President + Treasurer

By _____
Secretary

STATE OF OHIO

COUNTY OF FRANKLIN, SS:

Before me, _____, a Notary Public of the state and county aforesaid, personally appeared Deffet Rentals, Inc. the general partner of Deffet Tennessee Partners, Limited, an Ohio limited partnership, the within named Grantor, by John A. Tonti and Philip C. Johnston, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be First Vice President & Treasurer and Secretary, respectively, of Deffet Rentals, Inc., and that they as such officers being authorized so to do, executed the

foregoing instrument for the purposes therein contained, by signing the name of the partnership by themselves as such officers.

WITNESS my hand and seal at office in Columbus, Ohio, this 15th day of December, 1972.



Grady L. Pettigrew, Jr.
Notary Public
GRADY L. PETTIGREW, Jr.
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE
SECTION 147.03 R. C.

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $ 927,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale. Trustees of Nashville Associates

B C Johnston Attorney
AFFIANT

Subscribed and sworn to before me this the 26th day of December, 1972.

My commission expires _____

Karen L. Dennis
Notary Public
KAREN L. [illegible]
NOTARY PUBLIC, FRANKLIN COUNTY, [illegible]
MY COMMISSION EXPIRES MAY 13, 1975



IDENTIF. REFERENCE

JAN 4 9 03 AM '73
FELIX A. WILKERSON REGISTER
DAVIDSON COUNTY, TENN.

B 8 9 9 8 0

This instrument prepared by:

Vorys, Sater, Seymour & Pease
52 East Gay Street
Columbus, Ohio 43215

JAN-4[illegible]	CONV	*	MB 927,000 ∞	
JAN-4[illegible]	S'TAX		A* 2,410.20	
JAN-4[illegible]	PR'FEE		A* .50	
JAN-4[illegible]	W'DEED		A* 6.00	* 2,416.70