WARRANTY DEED

BOOK 4904 PAGE 324

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO	MAP PARCEL NUMBERS
Union Bank	same	7DA-7385
(NAME) P.O. Box 45500	(NAME)	104-13-160
(STREET ADDRESS OR ROUTE NUMBER) San Francisco, California 94145	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) ----------

---------- Dollars,

cash in hand paid to International Townhomes Development Corporation by Union Bank, a California banking corporation, and other good and valuable considerations, receipt of which is acknowledged,

International Townhomes Development Corporation, a Texas corporation has ~~have~~ does ~~this day~~ bargained and sold, and ~~do~~ hereby transfer and convey unto the said Union Bank, its (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being 10.53, more or less, acre tract of land lying in the 25th Councilmanic District of Davidson County, Tennessee, being Lots 1 through 33 on the Plan of Richland Courts as of record in Book 2133, page 16, Register's Office for Davidson County, Tennessee, to which plan reference is here made for a more complete and accurate description of said lots.

Being the same property conveyed to Lincoln Property Company D, Inc. by deed from Richland Courts, Inc., of record in Book 4713, page 149, Register's Office for Davidson County, Tennessee, said grantee having subsequently changed its name to International Townhomes Development Corporation.

This conveyance is made subject to those liens or encumbrances set out on the attached Exhibit A.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 200,000.00

Subscribed and sworn to before me, this the 8th day of April 19 75

Affiant

My commission expires: 2-11-76 (Affix Seal)

Notary Public

This is ( ) unimproved ( ) improved property, known as ..... (House Number) (Street) P. O. Address: ..... City or Town

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest belonging to the said Union Bank, its (successors), heirs and assigns forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

Grantor further covenants and binds itself, its successors and assigns, heirs and representatives, to warrant and forever defend the title to said real estate to said Union Bank, its (successors), heirs and assigns, against the lawful claims of all persons.

Witness hand this 21 day of March, 1975, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

INTERNATIONAL TOWNHOMES DEVELOPMENT CORPORATION

By ..... PRESIDENT

Prepared by:

Bass, Berry & Sims, Attorneys
First American Center
Nashville, Tennessee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., a Notary Public in and for said County and State, ...

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that..... executed the within instrument for the purposes therein contained.

Witness my hand and official seal at.....Tennessee, this.....day of....., 19.....

.....Notary Public

Commission expires.....

STATE OF ~~TENNESSEE~~ } TEXAS
COUNTY OF ~~DAVIDSON~~ } DALLAS

Before me, T. McCullough Strother, a Notary Public of the State and County aforesaid, personally appeared Howard V. Smith, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of the International Townhomes Development Corporation, the within named bargainor, a corporation, and that he as such Officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as President.

Witness my hand and seal, at office in Dallas, Texas, this 21 day of March, 1975.

T. McCullough Strother
.....Notary Public

Commission expires 6-1-75

NOTARY PUBLIC * COUNTY OF DALLAS, TEXAS *

April 15 - 1975 CO 2,001,155.50
St 5,202.86
P. Fee .50
W. Deed 6.00
Total 5,209.36

WARRANTY DEED

FROM INTERNATIONAL TOWNHOMES DEVELOPMENT CORPORATION

TO UNION BANK

C 94366

T
IDENTIF. REFERENCE

APR 15 4 20 PM '75

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37238

2. Standard Exceptions:
   (a) Rights or claims of parties in possession not shown by the public records.
   (b) Easements, or claims of easements, not shown by the public records.
   (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
   (d) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Special Exceptions:
   (a) Taxes

1974, Lincoln Property Company D, Inc. 10.58 acs. $12,024.00
1975, a lien, but not yet due and payable.
Field Book No. 7DA-7335 & Map & Parcel 104-13-160

(b). Deed of trust executed by Lincoln Property Company D, Inc., to J. O. Bass, Trustee, of record in Book 4733, page 993, to secure Union Bank, a note dated July 5, 1973, for the sum of $467,500.00, payable according to terms and conditions thereof.

Declaration of additional advance by International Townhomes Development Corporation, a Texas Corp., as Trustor, indebted to Union Bank, by a certain promissory note, executed by Lincoln Property Company D, Inc., a Corp., and assumed by International Townhomes Development Corp., a Texas Corp., said Declaration being dated December 19, 1973, and filed for record December 28, 1973 in the amount of $1,554,990.00, making a total of $2,022,490.00, of record in Book 4776, page 396, Register's Office.

Amendment agreement executed by International Townhomes Development Corporation, a Texas Corporation, dated January 23, 1974, filed for record February 19, 1974, recorded in Book 4789, page 174, Register's Office.

(c). Financing Statement by and between International Townhomes Development Corporation, a Texas Corporation, debtor and Union Bank, secured party, of record in Book 4795, page 529, said Register's Office.

(d). Sewer easement shown in Minute Book 34, page 455, of the Circuit Court.

(e). Title to that portion of the premises within the bounds of any roads or highways.

(f). Recorded plan shows Owner's Certificate, certain easements and set-back lines.

(g). Easement for utilities lying within bounds of Velma Drive and Adler Court, not abandoned by Ordinance 73-463, of the Ordinances of the Metropolitan Government of Nashville and Davidson County, Tennessee.

TMS

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.