FILE IN BOX #4

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Map 96-16A Parcel 19

The actual consideration or value, whichever is greater, for this transfer is $ 59,900.00 .

Affiant

Subscribed and sworn to before me this the 28th day of January, 1985.

My Commission Expires: 2/19/88

Notary Public

THIS INSTRUMENT PREPARED BY:
FOLEY & WEISS, Attys., Suite 500, One Church Street Building, Nash., TN 37201

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:
Rodney R. Thompson	The Lomas & Nettleton Company
(Name)	(Name)
318 Lake Brink Drive	2001 Bryan Tower
(Street Address)	(Street Address)
Nashville, Tennessee 37214	Dallas, Texas 75201
(City) (State) (Zip Code)	(City) (State) (Zip Code)

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantees, and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, We, LARCHWOOD HOMES ASSOCIATES, A Tennessee Joint Venture, hereinafter called the "Grantor", have bargained and sold, and by these presents do transfer and convey unto Rodney R. Thompson hereinafter called the "Grantee(s)", his heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

BEING Lot No. 26 on the Plan of Section 1, Phase One - "B", Larchwood, Planned Unit Development, of record in Book 6200, Page 171, Register's Office for said County, to which said plan reference is hereby made for a complete legal description thereof.

BEING part of the same property conveyed to Larchwood Homes Associates, a Tennessee Joint Venture, composed of Union Financial Corporation and Frank Batson Quality Homes, Inc., by Deed from James M. Fischer, Jr., of record in Book 6082, Page 879, Register's Office for Davidson County, Tennessee.

This is improved property, known as 318 Lake Brink Drive, Nashville, TN 37214

THE CONVEYANCE OF THE ABOVE PROPERTY IS MADE SUBJECT TO THE FOLLOWING:

1. Said premises are restricted by all of the requirements, conditions, easements, assessments, liens, uses, restrictions, limitations, burdens and other undertakings, including the rights and interests of other lot owners within Larchwood, Phase One, Section One; and including the requirement that all owners of lots in Larchwood be members of the Larchwood Town Homes, Phase I, Owners Association, Inc. (Larchwood Town Homes, Homeowners' Association, Inc.), subject to assessment for the payment of costs incident to the maintenance of the common areas, the improvements thereon, and the administrative expenses of the Association, and providing for a lien to secure the payment thereof which is secondary to any first mortgage all as contained in instruments executed by the "Grantor" and recorded in Book 6299, Page 152, and re-recorded in Book 6301, Page 82, and Book 6301, Page 96, said Register's Office, and amended in Book 6391, Page 449, and Book 6391, Page 459, in said Register's Office.

2. Easements and minimum building setback lines, conditions of the Owner's Certificate and dedication of common areas as shown on the Plan of Larchwood Town Homes, Phase I, Owners Association, Inc. (Larchwood Town Homes, Homeowners' Association, Inc.), of record in Book 6323, Page 670, said Register's Office, as amended.

3. The fee title herein conveyed shall not extend beyond the individual lot lines or upon any roads which have been dedicated to the public, or upon any walkway, parks, playgrounds, or other common property, and the fee title to

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such common property (designated "Common Area" on the Plan of Larchwood, Phase One, Section One) is vested in Larchwood Town Homes, Phase I, Owners Association, Inc., its successors and assigns, for the common enjoyment of all members of said Association.

4. Taxes for the current year which have been prorated and assumed by the "Grantee(s)" herein.

TO HAVE AND TO HOLD the said tract or parcel of land, together with the appurtenances, estate, title and interest thereto belonging to the said "Grantee(s)", his heirs and assigns forever; and we do covenant with the said "Grantee(s)" that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and/or assigns to warrant and forever defend the title to the said land to the said "Grantee(s)", his heirs 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.

IN WITNESS WHEREOF, Ronald G. Grizzard and Frank C. Batson, have caused their names to be affixed hereto on this 28th day of January, 1985.

1:8:0 1:9 7

IDENTIF. REFERENCE

JAN 30 3 24 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

LARCHWOOD HOMES ASSOCIATES

BY: _____
RONALD G. GRIZZARD,
Executive Vice President of
UNION FINANCIAL CORPORATION

BY: _____
FRANK C. BATSON,
President of
FRANK BATSON QUALITY HOMES, INC.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared RONALD G. GRIZZARD, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon his oath acknowledged himself to be the Executive Vice President of the UNION FINANCIAL CORPORATION, the within named bargainor, a corporation, and that he as such Executive Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by the said RONALD G. GRIZZARD as such Executive Vice President.

Witness my hand and official seal at office at Nashville, Tennessee, on this the 28TH. day of JANUARY, 1985.

My Commission Expires: 2/19/88

Notary Public

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared FRANK C. BATSON, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon his oath acknowledged himself to be the President of the FRANK BATSON QUALITY HOMES, INC., the within named bargainor, a corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by the said FRANK C. BATSON as such President.

Witness my hand and official seal at office at Nashville, Tennessee, on this the 28th day of January, 1985.

My Commission Expires: 2/19/88

Notary Public

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 6484 PAGE 516

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			59900.00- CAMT.	
			155.74 CSTAX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	162.24-
7734A01/30/85			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

1:8 0 1:9 7:

IDENTIF. REFERENCE

JAN 30 9 24 PM 85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 105241