WARRANTY DEED

THIS INSTRUMENT WAS PREPARED BY BOOK 7040 PAGE 852

DEARBORN & EWING, ATTORNEYS, NASHVILLE, TENNESSEE

ADDRESS NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Scruggs Homebuilders, Inc. (NAME)	MORTGAGEE: (NAME) Union Planters National Bank	Map 131-7A, Parcel 34
5725 Spring House Way (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Brentwood, TN 37027 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, Robert L. Bomar, Jr. and wife, Joan Hall Bomar

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Scruggs Homebuilders, Inc., a Tennessee corporation

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS. A CERTAIN TRACT OR PARCEL OF LAND IN Davidson COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS: TO-WIT:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

6354 1.

IDENTIFICATION REFERENCE

Nov 14 3 51 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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

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, their heirs and assigns, forever, and we do covenant with the said GRANTEES 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 successors, assigns and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their 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.

Witness our hands this 31st day of October, 1986

Robert L. Bomar Jr.
ROBERT L. BOMAR, JR.

Joan Hall Bomar
JOAN HALL BOMAR

Form 3

STATE OF Tennessee)

COUNTY OF Davidson)

Personally appeared before me, the undersigned BOOK 7040 PAGE 853 a Notary Public in and for said County and State, the within named Robert L. Bomar, Jr., and wife, Joan Hall Bomar the bargainors with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee

this 31 day of October, 19 86

Commission Expires: My Commission Expires Sept. 11, 1990 Teresa T. Kackley
Notary Public

STATE OF Tennessee)

COUNTY OF Davidson)

Before me, Teresa T. Kackley, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____, with whom I am personally acquainted and who upon (his oath, their several oaths) acknowledged (himself, themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he, they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____.

WITNESS my hand and official seal at office at Dobson & Johnson

on this ___ day of _____, 19 86

My Commission Expires: My Commission Expires Sept. 11, 1990 Teresa T. Kackley
Notary Public

WARRANTY DEED

FROM
Robert L. Bomar, Jr. and wife,
Joan Hall Bomar
TO
Scruggs Homebuilders, Inc.,
a Tennessee corporation

RETURN TO:
Dearborn & Ewing
ATTORNEYS
NASHVILLE, TENN.

STATE OF Tennessee)

COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this conveyance is $ 50,000.00

SCRUGGS HOMEBUILDERS, INC.,
a Tennessee corporation

Subscribed and sworn to before me this 31 day of Oct., 1986

By: _____
Robert L. Scruggs, Pres.

My Commission Expires Sept. 11, 1990
My Commission Expires: _____

Teresa T. Kackley
NOTARY PUBLIC

EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 34 on the Plan of Hillsborough Place, Phases II and III, as of record in Book 5200, page 42 and revised in Book 5200, page 160, and amended in Book 5530, page 346, and Book 6200, page 67, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description of said lot.

Being the same property conveyed to Robert L. Bomar, Jr. and wife, Joan Hall Bomar by deed from James C. McCanless and wife, Barbara Jean Little McCanless, of record in Book 6798, page 417, Register's Office for Davidson County, Tennessee.

The above property is conveyed subject to the following:

1. Restrictive covenants of record in Book 5151, page 50, Register's Office for Davidson County, Tennessee.

2. Restrictive covenants, easements including but not limited to pedestrian access and utility and drainage purposes, assessments, resale provisions and commissions, repurchase options, and other burdens and undertakings all as set out and contained in the instrument of Restrictive Covenants for Hillsborough Place, of record in Book 5240, page 165, said Register's Office.

3. By instrument of record in Book 5292, page 134, and rerecorded in Book 5332, page 212, Register's Office for Davidson County, Tennessee, the restrictive covenants of record in Book 5240, page 165, and Book 5151, page 50, said Register's Office, were amended by striking covenant number 1 of the instrument of record in Book 5240, page 165, and substituting in lieu thereof an amended covenant and by striking paragraph number 11 of the covenants of record in Book 5240, page 165, and by substituting in lieu thereof an amended covenant and further incorporates an amended description of the premises subject to the provisions of the aforesaid documents.

4. The charter of Hillsborough Place Cooperative, of record in Book 5243, page 928, Register's Office for Davidson County, Tennessee, setting forth the purposes of the Corporation and the authority vested in it providing that every person and entity who is a record owner of an interest in any lot located within the Hillsborough Place, shall be a member of the Corporation and among other things authorizes the corporation to fix, levy, collect and enforce payment of charges or assessments levied against members of the corporation.

5. Sanitary sewers and/or storm drainage easement and two 20 foot temporary construction easements conveyed by deed from A. A. Boone to Metropolitan Government of Nashville and Davidson County, Tennessee, dated March 22, 1967, of record in Book 4122, page 331, said Register's Office.

6. Conveyance of water mains from James C. McCanless, Jr. to Metropolitan Government of Nashville and Davidson County, Department of Water and Sewerage Services, dated November 15, 1978, of record in Book 5366, page 556, said Register's Office.

7. Conveyance of water mains from James McCanless, Jr., to the Metropolitan Government of Nashville and Davidson County, Department of Water and Sewerage Services, dated November 15, 1978, of record in Book 5366, page 556, said Register's Office.

8. All matters as shown on the Plat of Phase II & III, Hillsborough Place, of record in Book 5200, page 42, and revised in Book 5200, page 160, and further revised in Book 6200, page 67, said Register's Office, including an owner's certificate, a 20 foot setback line from Old Williamsburg Ct., a 5 foot setback line from the northwesterly and southeasterly side lines of said lot, a 20 foot setback line from the northerly and easterly rear lines of said lot, and a 10 foot easement for public utility and drainage purposes along the northerly and easterly rear lines of said lot.

9. Easement for Belmont Boulevard lying within the premises and title to that portion, if any, lying within the proposed road along the southerly boundary.

10. Easement for Belmont Boulevard, as described in Ordinance Bill #77-497 and easement retained in Ordinance Bill for utilities upon the closed portions of the property mentioned in said Bill.

11. Easement retained in Ordinance Bill No. 77-489 for utilities upon the closed portions of the property mentioned in said Bill.

12. Title to that portion of the property lying within bounds of a 10 foot passage way on the southerly boundary and Belmont Boulevard on the east boundary as described in Ordinance No. 77-489 of Metropolitan Government of Davidson County, Tennessee.

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

RECEIVED OF _____

FOR _____

BOOK 7040 PAGE 856

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
			50000.00-	CAMT.
			140.00	CSTAX
			.50	PRFEE
			12.00	WDEED
				CHECK 152.50-
6307A			11/14/86	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

6354 I

IDENTIFICATION REFERENCE

Nov 14 3 51 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 12276