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This instrument prepared by:
Boult, Cummings, Conners & Berry
222 Third Avenue, North
P.O. Box 198062
Nashville, TN 37219

BOOK 7195 PAGE 96

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $1,735,000.00.

Randall T. Phillips
Affiant

Name and Address of Mortgagee:

None

Subscribed and sworn to before me this 27 day of March, 1987.

A.J. Showen Bergen III
Notary Public

My commission expires: 10-17-88

1225

APR 7 2 29 PM '87

WARRANTY DEED

Address New Owner:	Send Tax Bills To:	Map and Parcel No.:
Randall Phillips Builders, Inc. 2910 Kraft Drive Nashville, TN 37204	Randall Phillips Builders, Inc. 2910 Kraft Drive Nashville, TN 37204	Map 141 Parcel 41

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, PHILLIPS BUILDERS, a Tennessee general partnership composed of E. Randall Phillips, Harry E. Phillips, and Randall L. Phillips (the "Grantor"), has bargained and sold, and by these presents does transfer and convey unto RANDALL PHILLIPS BUILDERS, INC., a Tennessee corporation (the "Grantee"), its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, more fully described in Exhibit "A" attached hereto and incorporated herein by reference.

This conveyance of said property, and all covenants and warranties contained herein, are made expressly subject to those matters set forth in Exhibit "B" attached hereto.

This is unimproved property in the 2nd Civil District, Davidson County, Tennessee.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever.

And the Grantor does covenant with the said Grantee that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except as set forth above.

And the Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed this the 27 day of March, 1987.

PHILLIPS BUILDERS, a Tennessee general partnership

By: E. Randall Phillips
E. Randall Phillips, Partner

By: Harry E. Phillips
Harry E. Phillips, Partner

By: Randall L. Phillips
Randall L. Phillips, Partner

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared E. Randall Phillips, Harry E. Phillips, and Randall L. Phillips, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged themselves to be the partners of PHILLIPS BUILDERS, a Tennessee general partnership, the within named bargainor, and who acknowledged that they, as such partners, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by themselves as partners.

WITNESS my hand and seal at Nashville, Tennessee, this 27 day of March, 1987.

A J Sharenburg III
Notary Public
My Commission Expires: 10-24-88

EXHIBIT A

TRACT I: Land in the 2nd, formerly 9th Civil District of Davidson County, Tennessee, described as follows:

Beginning at a point on the westerly right-of-way of an 18 foot public road, said public road being bounded on the East by Rolling River Estates, Section One, Book 4860, Page 27, R.O.D.C., Tn.; thence with the westerly right-of-way of said road, S 2° 50' 56" East, 754.05 Feet to a point; thence leaving said road and with an existing fence, being the northerly property line of James D. and wife, Erin C. Abernathy, N 89° 28' 18" west, 32.06 feet to a concrete monument; thence N 84° 33' 56" west, 234.70 feet to a point; thence N 84° 50' 52" west, 504.41 feet to a point; thence N 85° 23' 22" West, 649.16 feet to a 42 inch Hackberry; thence with the northerly line of property of Noah Liff, and being an existing fence, S 76° 06' 28" west, 211.91 feet to a point; thence S 75° 44' 56" west, 414.75 feet to a point; thence S 77° 10' 40 " west, 237.95 feet to a point; thence S 77° 59' 58" west, 175.00 feet to a point; thence leaving said fence with a line between subject tract and the remaining property of Cecil D. Branstetter, N 22° 30' 00" west, 640.00 feet to a point; thence N 3° 00' 00" east, 640.00 feet to a point; thence N 60° 25' 00" east 950.00 feet to a point; thence N 86° 55' 00" east, 697.00 feet to a point; thence N 11° 21' 26" west, 242.21 feet to a point; thence N 43° 10' 36" east, 274.68 feet to a point in the center of the Harpeth River; thence with said centerline, S 59° 11' 14" east 770.32 feet to a point;

thence S 68° 07' 58" east, 233.47 feet to a point; thence S 80° 42' 44" east, 369.58 feet to a point; thence leaving the center of the Harpeth River and partially with an existing fence, S 1° 09' 52" east, 757.32 feet to a fence post; thence with the northerly right-of-way of an 18 foot public road, S 89° 48' 48" west, 320.83 feet to the point of beginning, and containing 99.54 acres, more or less.

A portion of the above described parcel has been subdivided and is lots 1-66 inclusive Sheffield of the Harpeth Phase I of record in Plan Book 6900, page 9, and Book 6900, page 10.

Included in the above described <u>But Excluded</u> are lot 26, lot 27, lot 29, and lot 39.

Not intended as a part of Schedule A herein but included in the conveyance to Phillips Builders is the following described easement:

Beginning at a point on the northerly margin of Poplar Creek road at the intersection of said margin and the easterly margin of a 20 foot lane, 10 feet easterly from the western boundary line of the property owned by Griffin; thence with the easterly margin of said 20 foot lane N 4° east 621 feet as measured from the center of Poplar Creek Road, and N 2° 30' east 635 feet to a point 10 feet east of the common corner of said Griffin and Trella Murray Caillouette's property; thence N 87° 30' west 10 feet to Caillouette's corner and continuing with her southern boundary line in the same direction 40 feet, in all 50 feet to a point; thence S 2° 30' west 635 feet and S 4° west 621 feet, more or less, to the northerly margin of said Poplar Creek Road; thence with same N 79° east 50 feet, more or less, to the beginning.

Being property conveyed to Phillips Builders, a Tennessee general partnership composed of E. Randall Phillips, Harry E. Phillips, and Randall L. Phillips by quitclaim deed from Randall Phillips Builders Inc., of record in Book 7075, page 627, being the same property conveyed to Randall Phillips Builders, Inc. by deed from Cecil D. Branstetter, et ux, of record in Book 6815, page 827, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

1. Taxes for 1987, which have been prorated between the Grantor and Grantee and are assumed by the Grantee.

2. Declaration of Covenants, Conditions and Restrictions of Sheffield on the Harpeth of record in Book 6925, page 900, said Register's Office including but not limited to easements, assessments, special assessments, and other undertakings.

3. Easement for 15 foot permanent water line and temporary construction easement on each side of 15 foot permanent easement granted to Harpeth Valley Utilities District of record in Book 5738, page 829, said Register's Office.

4. Easement for flow of Harpeth River.

5. Easement for electric power transmission line, granted to United States of America of record in Book 4136, page 525, said Register's Office.

6. All matters and notes shown on the boundary survey for "Sheffield on the Harpeth" of record in Book 6900, page 9, said Register's Office.

7. The Plan of record in Book 6900, page 10, shows certain easements, restrictions, notes, and setback lines (lots 1-66 Sheffield on the Harpeth, Phase I).

8. "Roll back taxes" for the statutory period if the land is converted to a use other than those stipulated in the provisions of TCA 67-5-1001 thru 1010.

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

RECEIVED OF _____

FOR _____

BOOK 7195 PAGE 99

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
		1,735,000.00 CONV.		
			[illegible] STATE	
			[illegible] MTGTAX	
			.50- EXTAX	
			.50 RECFEE	
			[illegible]	[illegible]

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

15:38:04/07/87 201 .00

12259

IDENTIFICATION REFERENCE

APR 7 2 29 PM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 66410