MDSWP545 03/22/88 cw

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS (MDS)
2700 First American Center
Nashville, Tennessee 37238

GENERAL WARRANTY DEED

Address New Owner(s)	Send Tax Bills To	Map-Parcel Number(s)
Thompson Homes Inc. 316 Frederica Street P.O. Box 450 Owensboro, Kentucky 42302-0450	SAME	Part of Map 108, Parcel 192 Map 108, Parcel 178

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, TennSouth-Davis Properties, Ltd., a Tennessee limited partnership, ("Grantor") has bargained and sold, and by these presents does transfer and convey unto Thompson Homes, Inc., ("Grantee"), its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lots 105 and 107, on the Plan of Harborview, Phase 1-A, Section 1, of record in Plan Book 6900, Page 583, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being part of the same property conveyed to Grantor by deeds dated May 27, 1987 from Boyd Coffee and wife, Helen Coffee, and from George E. Welch and wife, Frances J. Welch, of record Book 7252, page 116, and Book 7252, page 120, respectively, said Register's Office.

This is unimproved property.

Said property is conveyed subject to the following matters:

1. Real property taxes for 1988, a lien but not yet due and payable.

2. Deed of Trust executed by TennSouth-Davis Properties, Ltd., a Tennessee limited partnership to J. M. Grissim Trustee, of record in Book 7449, page 156, said Register's Office, dated December 22, 1987, to secure to Third National Bank in Nashville, an indebtedness in the amount of $325,350, and any other sums which may be and become payable under the terms thereof, including but not limited to principal, interest and service fee. (See instrument for complete terms and conditions as well as possible rights and options of the mortgage, including rights respecting assumption of the debt secured thereby.)

3. Storm Water Detention Agreement of record in Book 7390, page 270, said Register's Office.

4. The Plan of record in Book 6900, page 583, said Register's Office, shows an Owners Certificate, a 30 foot minimum building set back line from Harborwood Drive and 15 foot easement for public utility and drainage purposes along the rear line of said lot(s), and a 5 foot pedestrian access easement along the easterly side line of Lot No. 105 (only), and a 15 foot Landscape easement located along Harborwood Drive.

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estate, title, and interest thereto belonging to Grantee, its successors and assigns, forever. Grantor covenants that, subject to the matters set forth above, Grantor is lawfully seized and possessed of said land in fee simple, has good right to convey it, and that same is unencumbered.

Grantor further covenants and binds itself and its successors, to warrant and forever defend the title to said land to Grantee, its successors and assigns, against the lawful claims of all persons whomsoever except claims arising out of the matters set forth above.

Whenever used, the singular shall include the plural and the plural the singular and the use of any gender shall be applicable to all genders.

WITNESS our hands this 10 day of March 1988, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

TENNSOUTH-DAVIS PROPERTIES, LTD.

By: TennSouth Properties, Ltd.

By: TennSouth Corp.

By: James W. Hardwick, President

15559

IDENTIFICATION

MAR 24 3 43 PM '88

STATE OF Tennessee)
)
COUNTY OF Davidson)

Personally appeared before me, William T. Luckett, a Notary Public, James W. Hardwick, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of TennSouth Corp., a corporation that is the Managing General Partner of TennSouth Properties, Ltd, a limited partnership that is the General Partner of TennSouth-Davis Properties, Ltd., and is authorized by the corporation, the corporation being authorized by TennSouth Properties, Ltd., TennSouth Properties, Ltd. being authorized by TennSouth-Davis Properties, Ltd., to execute this instrument on behalf of TennSouth-Davis Properties, Ltd.

WITNESS my hand, at office, this 10 day of March, 1988.

William T. Luckett
Notary Public

WILLIAM T. LUCKETT NOTARY PUBLIC AT LARGE STATE OF TENN.

My Commission Expires:

11-12-90

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property conveyed (whichever is greater) is $52,000.00.

Affiant

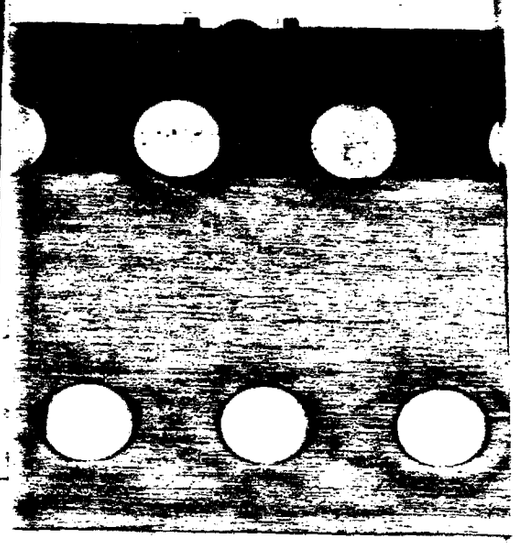
Sworn to and subscribed before me this 10 day of March, 1988.

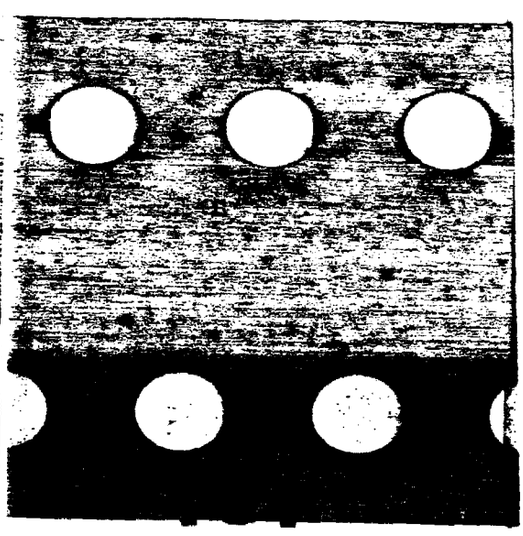
William T. Luckett
Notary Public

WILLIAM T. LUCKETT NOTARY PUBLIC AT LARGE STATE OF TENN.

My Commission Expires:

11-12-90





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7499 PAGE 226

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

15559

IDENTIFICATION REFERENCE

MAR 24 3 43 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

CAMT	52000.00
CON TX	145.50
PRFEE	0.50
WDEED	6.00
TOTAL	152.10
CHECK	152.10

03/24/88 01 15:44 0001 9341

No. 73914