This Instrument Prepared By:
Kenneth P. Ezell
BAKER, WORTHINGTON, CROSSLEY,
STANSBERRY & WOOLF
1700 Nashville City Center
511 Union Street
Post Office Box 2866
Nashville, Tennessee 37219
(615) 726-5600

07/28 0101 03CHECK 82-00

WARRANTY DEED

BOOK 7899 PAGE 879

Address New Owner(s) As Follows:	Send Tax Bills To:	Map & Parcel Nos.:
D.B. Construction	Same	150-6-198
3021 Wilford Pack Court		
Antioch, Tennessee 37013		

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, and other good and valuable consideration, receipt of which is hereby acknowledged, I, JAMES E. CARY, married, Debtor-in-Possession ("Grantor), have bargained and sold and do hereby transfer and convey unto D. B. CONSTRUCTION, a partnership ("Grantee"), its successors and assigns, a certain tract of land located in Davidson County, Tennessee and described as follows (the "Property"):

> Land in Davidson County, Tennessee, being Lot 44 on the Plan of West Lake Subdivision of record in Book 6250, page 785, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description of said lot.
>
> Being part of the same property conveyed to James E. Cary, by Quitclaim Deed from Colony Homes of TN, Inc. of record in Book 7553, page 382, Register's Office for Davidson County, Tennessee.

This is unimproved property known as Lot 44, Wilford Pack Drive, Antioch, Tennessee 37013.

TO HAVE AND TO HOLD the Property, together with all the appurtenances and hereditaments thereunto belonging or in anywise appertaining, to the said Grantee, its successors and assigns, forever.

AND Grantor does hereby covenant with Grantee that he is lawfully seized and possessed of the Property in fee simple; that he has good right to sell and convey the same; and that the same is unencumbered, except for those items set forth on **Exhibit A** attached hereto and made a part hereof.

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

Patricia S. Cary, wife of James E. Cary, the Grantor, does hereby join in the execution of this Warranty Deed to convey any interest she may have in the subject property by reason of her marriage to said Grantor.

This conveyance is made pursuant to an Order of the United States Bankruptcy Court entered July 25, 1989 (Case No. 388-05795), a certified copy of which is attached hereto as **Exhibit B**.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this 28th day of July, 1989.

James E. Cary
JAMES E. CARY

Patricia S. Cary
PATRICIA S. CARY

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $20,000.00.

AFFIANT

Subscribed and sworn to before me, this 28th day of July, 1989.

Kenneth P. Ezell
NOTARY PUBLIC

My Commission Expires:

KENNETH P. EZELL, JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

MY COMMISSION EXPIRES JULY 13, 1991

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Kenneth P. Ezell, Jr., a Notary Public in and for said County and State, James E. Cary, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office this 28th day of July, 1989.

Kenneth P. Ezell, Jr.
NOTARY PUBLIC

KENNETH P. EZELL, JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires:

MY COMMISSION EXPIRES JULY 13, 1991

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Rosemary C. Neely, a Notary Public in and for said County and State, Patricia S. Cary, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office this 25th day of July, 1989.

Rosemary C. Neely
NOTARY PUBLIC

My Commission Expires:

May 13, 1990

ROSEMARY C. NEELY NOTARY PUBLIC DAVIDSON CO. TENN.

EXHIBIT A

Liens and Encumbrances

1. Real Property Taxes for the year 1989 are a lien, but are not yet due and payable.

2. Easements granted to The Metropolitan Government of Nashville and Davidson County, Department of Water and Sewerage Services, contained in the Deeds of Conveyance in Book 7181, page 192 and in Book 7181, page 209, said Register's Office.

3. Agreement to Maintain a private road in West Lake Subdivision, of record in Book 6468, page 228, Register's Office for Davidson County, Tennessee.

4. Restrictive covenants of record in Book 4914, page 404, said Register's Office.

5. Right of way easements granted to Columbia Gulf Transmission Company of record in Book 3616, page 423 and in Book 4101, page 561, said Register's Office.

6. The Plan of record in Plat Book 6250, page 785, said Register's Office, shows an owner's certificate, a surveyor's certificate, a 20-foot public utility and drainage easement across the rear of Lot 38, and various others notes and easements.

EXHIBIT B

BOOK 7899 PAGE 883

IN THE UNITED STATES BANKRUPTCY COURT FOR THE
MIDDLE DISTRICT OF TENNESSEE

RECEIVED FOR ENTRY
25 July 1989 9:50 AM
BY [signature]
DEPUTY CLERK

IN RE:	)	
	)	CASE NO. 388-05795
JAMES EDISON CARY,	)	Chapter 11
	)	Judge Paine
Debtor-in-Possession.	)	

ORDER

This matter came before the Court on July 25, 1989 upon the Notice of Proposed Sale of Property of the Estate combined with Motion to Sell Property Free and Clear of Liens and Encumbrances. No objection thereto having been filed within the time stated in said Notice and no adverse interest appearing;

It is hereby ORDERED that the within Debtor-in-Possession is authorized to sell the property described in said Notice, to wit; the following lots upon the Plan of Westlake Subdivision of record in Book 6250, page 785 and Book 6050, page 303, Register's Office for Davidson County, Tennessee:

10	18	23	41	48
12	19	28	42	49
13	20	33	44	50
14A	21	36	45	51
14B	22	37	46	52

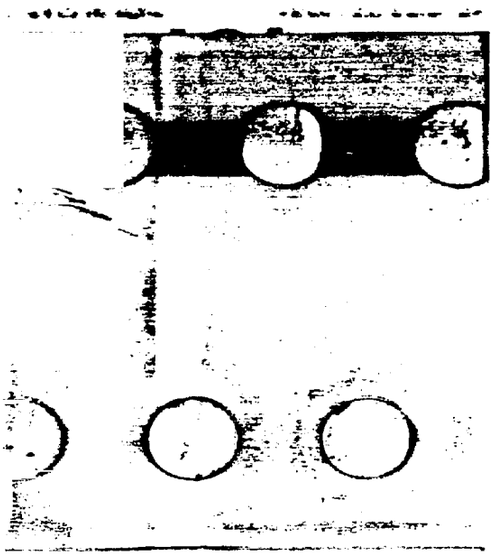
It is further ORDERED that the sales of the above-described lots shall be free and clear of any liens and encumbrances upon said property, with any such liens or encumbrances to attach to the proceeds of the sale as their respective interest appear, less expenses of the sale.

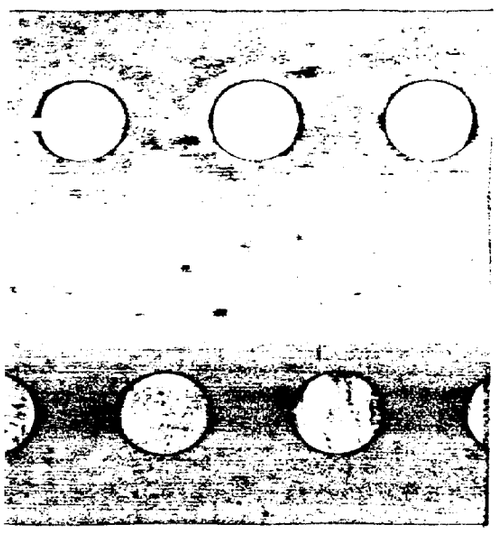
ENTER this _____ day of _____, 1989.

George C. Paine, II
United States Bankruptcy Judge

Approved for Entry:

[signature]
Roy C. DeSha, Jr.
CROCKER & DeSHA
Attorneys for Debtor-in-Possession
Suite 2909, Stouffer Tower
611 Commerce Street
Nashville, TN 37203
615-726-3322





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

RECEIVED OF _____

FOR _____

BOOK 7899 PAGE 884

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

CAMT 20000.00
CON TX 66.00
PRFEE 1.00
TDEED 15.00
TOTAL 82.00
CHECK 82.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

07/28/89 01 14:28 0001 0020

5 3 1 9 2

IDENTIFICATION REFERENCE

JUL 28 2 26 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN

VOID
TDEED 15.00-
MDEED 15.00
TOTAL 0.00
CHECK 0.00

07/28/89 01 14:28 0001 0021

No. 233627

Total 82.00