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

# WARRANTY DEED

| Address New Owner(s) As Follows: | Send Tax Bills To: | Map & Parcel Nos.: |
|---|---|---|
| Nancy J. Collins d/b/a N. J. Collins Construction Company, a sole proprietorship | same | 155-B-C-240 CD |
| 783 Old Hickory Boulevard Suite 200 | | 9283 08/25 0101 03CHECK 102.40 |
| Brentwood, Tennessee 37027 | | |

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, and other good and valuable consideration, receipt of which is hereby acknowledged, NASHVILLE PROPERTIES PARTNERSHIP, a Florida General Partnership ("Grantor"), has bargained and sold and does hereby transfer and convey unto NANCY J. COLLINS d/b/a N. J. COLLINS CONSTRUCTION COMPANY, a sole proprietorship ("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 No. 240 on the Plan of Poplar Creek Estates, Phase 2, as shown on the Plan of record in Plat Book 6900, page 339, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description of said lot.
>
> Being part of the same property conveyed to Nashville Properties Partnership, a Florida general partnership, by deed from Cecil D. Branstetter and wife, Charlotte C. Branstetter, of record in Book 7086, page 188, Register's Office for Davidson County, Tennessee.

This is unimproved property known as Lot 240, Poplar Creek Estates, Phase 2, Davidson County, Tennessee.

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 it is lawfully seized and possessed of the Property in fee simple; that it 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.

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.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this 24th day of August, 1989.

NASHVILLE PROPERTIES PARTNERSHIP,
a Florida General Partnership

By: NASHVILLE INDUSTRIAL PROPERTIES, INC.,
a Tennessee corporation
General Partner

By: _____
W. A. Canty, President

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STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

The actual consideration or value, whichever is greater, for this transfer is $28,000.00.

_____
AFFIANT

Subscribed and sworn to before me, this 24th day of August, 1989.

_____
NOTARY PUBLIC

KENNETH P. EZELL NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires:

_____

MY COMMISSION EXPIRES JULY 13, 1991

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STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

Personally appeared before me, Robert N. Buchanan, a Notary Public in and for said County and State, W. A. Canty, 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 Nashville Industrial Properties, Inc., a Tennessee corporation, a general partner of Nashville Properties Partnership, a Florida general partnership, the maker, and is authorized by the maker to execute this instrument on behalf of the maker.

WITNESS my hand and seal at office this 24th day of August, 1989.

ROBERT N. BUCHANAN

_____
NOTARY PUBLIC

My Commission Expires:

3-4-92

BWKPE728
8/17/89(m)

**EXHIBIT A**

**Liens and Encumbrances**

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

2. Storm Water Detention Agreement between Nashville Properties Partnership and the Metropolitan Government of Nashville and Davidson County, of record in Book 7099, page 299, said Register's Office.

3. Restrictive covenants of record in Book 6474, page 346, amended in Book 6486, page 587, said Register's office.

4. Declaration of Covenants, Conditions and Restrictions for Poplar Creek Estates of record in Book 6662, page 433, said Register's Office.

5. Matters shown on the plan of record in Plat Book 6900, page 339, said Register's Office.

6 0 7 6 4

IDENTIFT REFERENCE

AUG 25 11 15 AM '89

DAVIDSON COUNTY, TN

**OFFICIAL RECEIPT**

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

RECEIVED OF _____

FOR _____

BOOK 7922 PAGE 928

| | | |
|---|---|---|
| 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 28000.00 |
| | | | | CON TX 92.40 |
| | | | | PRFEE 1.00 |
| | | | | WDEED 9.00 |
| | | | | TOTAL 102.40 |
| | | | | CHECK 102.40 |
| 08/25/89 | | 01 | | 11:17 0001 9283 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

6. 4

IDENTIFICATION REFERENCE

AUG 25 11 15 AM '89

DAVIDSON COUNTY, TN

No. 242508