This Instrument Prepared By:

KIRKSEY & CRON (CPC)
109 Westpark Dr., Ste. 360
Brentwood, TN 37024-2427

WARRANTY DEED

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Address New Owner:	Send Tax Bills To:	Map-Parcel Nos.
Biscan Development Company 111 Westwood Pl. Brentwood, TN 37027	Same	160-11-0-A 121

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

I hereby swear or affirm that the actual consideration or true value of this transfer whichever is greater, is $ 92,433.94

Robert D Bacon
Affiant

Subscribed and sworn to before me this 16th day of October, 1990.

Charles P Cron
Notary Public

My Commission Expires: 7-13-91

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FOR AND IN CONSIDERATION OF the sum of TEN AND 00/100 DOLLARS ($10.00), cash in hand paid, and for other good and valuable consideration, including the assumption of an indebtedness secured by, and other obligations contained in, that certain Deed of Trust dated May 22, 1990, of record in Book 8114, page 714, of record in the Register's Office for Davidson County, Tennessee, the receipt and sufficiency of said indebtedness being hereby acknowledged, HOMES BY HERITAGE, INC., a Tennessee corporation, ("GRANTOR") has bargained and sold, and by these presents does hereby transfer and convey unto BISCAN DEVELOPMENT COMPANY, a Tennessee corporation ("GRANTEE"), its successors and assigns, the following described real property located in Davidson County, Tennessee, to wit:

> Lot No. 121 on the Revised Plat of Lots No. 120 and No. 121, Hemmingwood, Phase IV, of record in Plat Book 6200, page 844, Register's Office, Davidson County, Tennessee.
>
> Being part of the same property conveyed to Homes by Heritage, Inc. from Joyce C. Rybolt, Trustee for 1975 Jefferson C. Pennington Trust and 1975 Thomas Guv Pennington Trust, Jefferson C. Pennington, Jr., and Thomas Guv Pennington by Deed recorded in Book 6608, page 982, and re-recorded in Book 6611, page 371, Register's Office, Davidson County, Tennessee.

This conveyance is subject to:

1. Real property taxes for 1990 and subsequent years.

2. All things and matters set forth in Heritage Heights Declaration of Covenants, Conditions and Restrictions of record in Book 6730, page 329, First Amendment to Declaration of Covenants, Conditions and Restrictions of record in Book 6892, page 540, and First Amendment to Declaration of Covenants, Conditions and Restrictions of record in Book 6925, page 268, wherein the name

of Heritage Heights was changed to Hemmingwood, corrections to said Declaration of Covenants, Conditions and Restrictions of record in Book 6948, page 268, and further Amendments to said Declaration of Covenants, Conditions and Restrictions of record in Book 7269, page 387, all of record in the Register's Office for Davidson County, Tennessee.

3. All things and matters set forth on the Plat of record for Hemmingwood, Phases I, II, III, and IV, of record in Book 6900, pages 6, 7, and 8, Register's Office, Davidson County, Tennessee.

4. Storm Water Detention Agreement to Metropolitan Government of Nashville-Davidson County, Tennessee, of record in Book 6728, page 673, said Register's Office.

5. Charter of Heritage Heights Home Owners Association, Inc., of record in Book 6704, page 373, Register's Office, Davidson County, Tennessee, and Articles of Amendment to the Charter of Heritage Heights Home Owners Association, Inc., of record in Book 6936, page 894, Register's Office, Davidson County, Tennessee, in which the name was changed to Hemmingwood Home Owners Association, Inc., and the By-Laws of said Association.

6. Easements to Metropolitan Government of Nashville-Davidson County of record in Book 7597, pages 691, 695, 723 and 728, Register's Office, Davidson County, Tennessee.

7. The Deed of Trust described hereinabove, which is assumed by Buyer.

TO HAVE AND TO HOLD said property, with the appurtenances, estate, title and interest thereto belonging to GRANTEE its successors and assigns forever.

AND 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 same is unencumbered except for those matters hereinabove mentioned.

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

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed by a duly authorized officer this 15th day of October, 1990.

HOMES BY HERITAGE, INC.

By: William H. Ogilvie III
William H. Ogilvie

STATE OF TENNESSEE
COUNTY OF Williamson

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared WILLIAM H. OGILVIE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of HOMES BY HERITAGE, INC., the within named bargainor, a corporation, and that he as such President, executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal this 16th day of October, 1990.

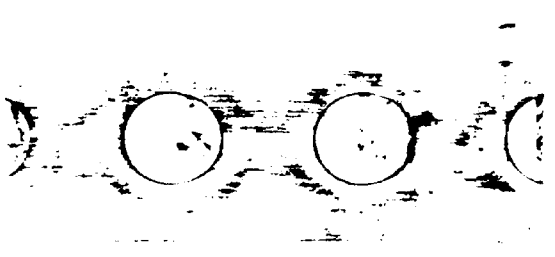
Charles P. Cross
Notary Public

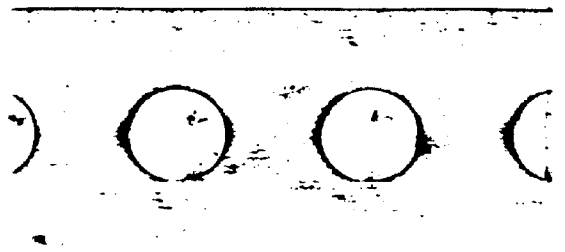
My Commission Expires: 7-13-91

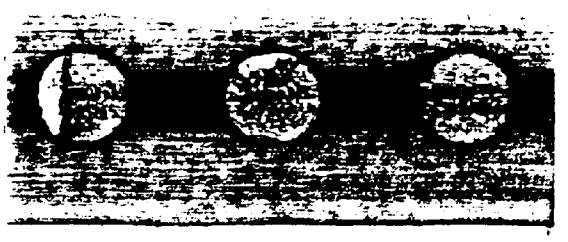
6524 9
IDENTIF. PREFERENCE
OCT 16 3 36 PM '90
FELIX Z. WILSON II REGISTER DAVIDSON COUNTY TN.
0569 10/16 0101 03CHECK 311.92

S. P. CROSS NOTARY PUBLIC AT LARGE STATE OF TENN.









OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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 92433.94

CON TX	304.92
PRFEE	1.00
WDEED	6.00
TOTAL	311.92
CHECK	311.92

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

10/16/90 01 15:38 0001 0569

65249

IDENTIF. TREFERENCE

OCT 16 3 36 PM '90

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

No. 364766