THIS INSTRUMENT PREPARED BY:
Douglas A. Brace, Reg. #3485
ORTALE, KELLEY, HERBERT & CRAWFORD
200 Fourth Avenue North
Nashville, TN 37219-0375

FILE IN BOX #14
G#7905-1

0719 02/12 0101 03CHECK 176.50

# WARRANTY DEED

**Name and Address of New Owner:**

**Tyree's General Constractors, a Tennessee Limited Partnership**
8673 Cedar Grove Road
Cross Plains, TN 37049

**Send Tax Bills To:** **SAME**

**Street Address of Subject Property:**
Lot No. 18
Nashville, TN

**Map-Parcel No:**
**64-3-A-35**

**FOR AND IN CONSIDERATION** of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **BRANDYWINE POINTE PARTNERS, L.P.,** A Tennessee Limited Partnership, hereinafter called **"GRANTOR,"** has bargained and sold, and by these presents does transfer and convey unto **TYREE'S GENERAL CONTRACTORS, A TENNESSEE PARTNERSHIP COMPOSED OF THOMAS TYREE AND JACKIE V. TYREE,** hereinafter called **"GRANTEES,"** their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

> Being Lot No. 18 on the Plat of Phase Two-A Brandywine Pointe, a Planned Unit Development, of record in Book 7900, pages 350 and 351, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description of said lot.
>
> Being part of the same property conveyed to Brandywine Pointe Partners, L.P., a Tennessee Limited Partnership, by deed of record in Book 8315, page 759, Register's Office for Davidson County, Tennessee.

The conveyance of the above described parcel of land is subject to the following:

1. Declaration of Covenants, Conditions and Restrictions of Brandywine Pointe Subdivision Phase Two-A, Davidson County, Tennessee, of record in Book 8544, Page 818, Register's Office for Davidson County, Tennessee.

2. All matters shown on the Plat of Phase Two-A Brandywine Pointe, a Planned Unit Development, Register's Office for 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 GRANTEES, their heirs and assigns, forever, and GRANTOR does covenant with the said GRANTEES 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, unless otherwise herein set out; and GRANTOR does further covenant and bind itself, its heirs, successors, assigns and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**WITNESS** its hand this 12th day of February, 1992, by its duly authorized partner.

**BRANDYWINE POINTE PARTNERS, L.P.,**
**A Tennessee Limited Partnership**

**BY: Brandywine Pointe Company,**
**General Partner**

**BY:** _____
**G. Keeling Turner, II**
**President**

**STATE OF TENNESSEE** ]
]
**COUNTY OF DAVIDSON** ]

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared **G. Keeling Turner, II**, 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 Brandywine Pointe Company, a Tennessee corporation, and general partner of Brandywine Pointe Partners, L.P., a Tennessee Limited Partnership, the within named bargainor, and that as such general partner, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

**WITNESS** my hand and official seal at Nashville, Tennessee, this 12th day of February, 1992.

NOTARY PUBLIC

My commission expires: 9/12/95.

**STATE OF TENNESSEE** ]
]
**COUNTY OF DAVIDSON** ]

The actual consideration or value whichever is greater, for this transfer is $ 45,000.00.

Affiant

Subscribed and sworn to before me, this the 12 day of February, 1992.

NOTARY PUBLIC

My commission expires: 9/12/95

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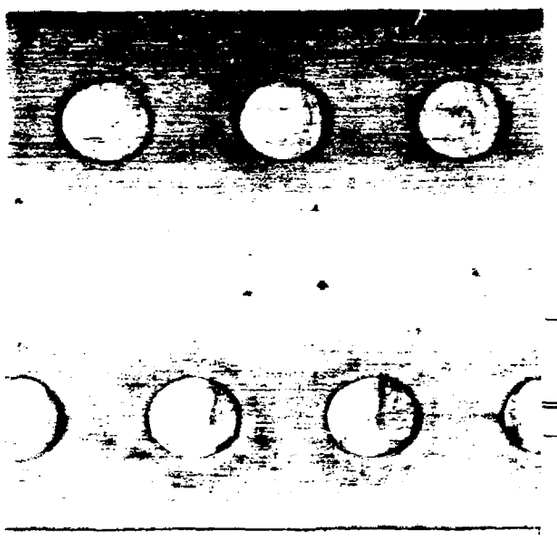
8377.5

IDENTIFICATION REFERENCE

FEB 12 3 44 PM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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



RECEIVED OF _____

FOR _____

BOOK 8549 PAGE 268

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | | CAMT 45000.00 |
| | | | | CON TX 166.50 |
| | | | | PRFEE 1.00 |
| | | | | WDEED 9.00 |
| | | | | TOTAL 176.50 |
| | | | | CHECK 176.50 |
| 02/12/92 | 01 | | | 15:44 0001 0719 |

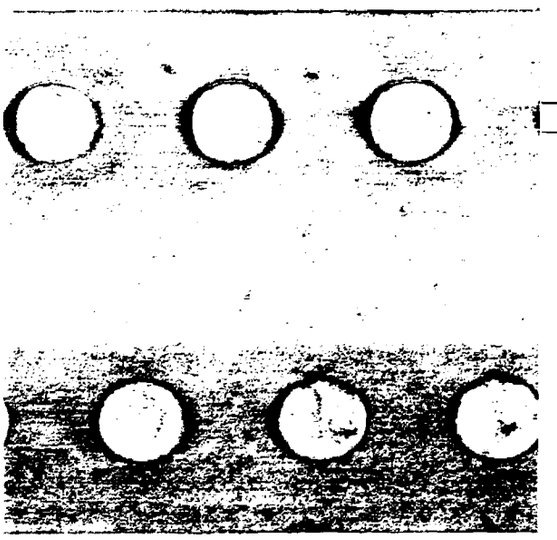
RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

8377.5

IDENTIFICATION REFERENCE

FEB 12 3 44 PM '92

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.



**No.** 501301