513

BOOK 9320 PAGE 384

THIS INSTRUMENT PREPARED BY:
MIMI S. HURD, ATTORNEY AT LAW
545 MAINSTREAM DRIVE, SUITE 101
NASHVILLE, TENNESSEE 37228-1201

ADDRESS NEW OWNER:

RALPH R ROSINBUM
5827 16th NE.
SEATTLE, WA. 98105

MAP/PARCEL NUMBER:

95-9-5

SEND TAX BILLS TO:

SAME

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 458,000.00

AFFIANT Ralph R Rosinbum

Subscribed and sworn to me, this the 30th day of April, 1994.

Michelle Martin
Notary Public
Residing at: Seattle
My Commission Expires:
10-28-97

MICHELLE MARTIN NOTARY PUBLIC 10-28-97 STATE OF WASHINGTON

94 APR 22 PM 12:34
DAVIDSON COUNTY, TN.

42075

ENTIF. & REFERENCE

ID

WARRANTY DEED 7288 04/22 0101 03CHECK 1711.60

FOR AND IN CONSIDERATION OF THE SUM OF TEN AND NO/100 ($10.00) DOLLARS, cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which are hereby expressly acknowledged, PROUD REPURCHASERS, L.P., a Tennessee limited partnership, hereinafter referred to as GRANTOR, has this day bargained and sold, and does hereby transfer and convey unto RALPH R. ROSINBUM and wife COLLEEN R. ROSINBUM, hereinafter referred to as GRANTEES, their heirs, successors and assigns, certain real estate in DAVIDSON County, Tennessee, being more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference, and all improvements thereon (hereinafter referred to as the "Subject Property").

This conveyance is subject to easements, restrictions, reservations, covenants, set-back lines and all other matters of record covering the Subject Property, including without limitation, the Permitted Exceptions set forth in Exhibit "B" hereto and incorporated by this reference.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

The Subject Property is improved property known as Donelson Hills Apartments, 1826 Lebanon Road, Nashville, Tennessee 37210.

TO HAVE AND TO HOLD the Subject Property, with the appurtenances, estate, title and interest thereto belonging to said Grantees, their heirs, successors and assigns, forever; and Grantor does covenant with Grantees that it is lawfully seized and possessed of the Subject Property in fee simple; has a good right to convey it; and the same is unencumbered, except as herein set out; and Grantor does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to the Subject Property to said Grantees, their heirs, successors and assigns, against the lawful claims of all persons, except real property taxes for the current year, which have been prorated as of the effective date hereof and are assumed by Grantees.

EXCEPT FOR THE WARRANTY OF TITLE CONTAINED HEREIN, GRANTEES ACKNOWLEDGE AND AGREE BY ACCEPTING THIS WARRANTY DEED THAT GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SUBJECT PROPERTY INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE NATURE, QUALITY OR CONDITION OF THE SUBJECT PROPERTY, THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY SPECIFIC PURPOSE OR USE, THE MERCHANTABILITY OR RENTABILITY OF THE SUBJECT PROPERTY OR ANY PART THEREOF, THE ECONOMIC FEASIBILITY OR THE INCOME TO BE DERIVED FROM THE SUBJECT PROPERTY OR ANY PART THEREOF, OR THE COMPLIANCE OF ANY OF THE SUBJECT PROPERTY WITH ANY STATUTE, REGULATION, RULE OR ORDINANCE AFFECTING THE SAME, INCLUDING ANY REPRESENTATION AND WARRANTY REGARDING SOLID WASTE, AS DEFINED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE SUBJECT PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. GRANTEES FURTHER ACKNOWLEDGE AND AGREE THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE SUBJECT PROPERTY, GRANTEES ARE RELYING SOLELY ON GRANTEES' OWN INVESTIGATION OF THE SUBJECT PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEES FURTHER ACKNOWLEDGE AND AGREE THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE SUBJECT PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTEES FURTHER ACKNOWLEDGE AND AGREE THAT THE SALE OF THE SUBJECT PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS, WITH ALL FAULTS.

Executed this 21st day of April, 1994 to be effective as of April 21, 1994.

Grantor:
PROUD REPURCHASERS, L.P.

BY: Freeman Webb Investments, Inc., General Partner

BY: _____

Name: William H. Freeman

Title: Pres.

STATE OF: Tennessee
COUNTY OF: Davidson

Personally appeared before me, Mimi S. Hurd, Notary Public of said State and County, William H. Freeman with whom I am personally acquainted and who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the President of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 21st day of April, 1994.

_____
Notary Public

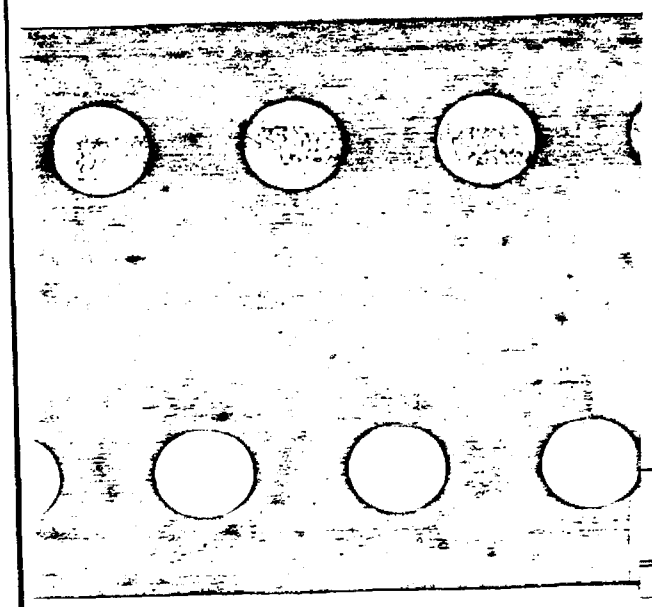
My commission expires: March 23, 1996

EXHIBIT "A"

Being a tract of land in the 3rd Civil District (formerly the 15th) of Davidson County, Tennessee, being a part of Lot 3 of the Subdivision of the Old Corley Lands, of record in Minute Book "Y," Page 279, County Court Clerk's Office for Davidson County, Tennessee, being formerly known as the Carioca Apartments, and being presently known as the Donelson Hills Apartments.

SAID tract begins at an iron pin at the intersection of the northwesterly right-of-way line of Lebanon Road and the westerly right-of-way line of Omohundro Drive; thence with the northwesterly right-of-way line of Lebanon Road and a curve to the left with a radius of 989.85 feet a distance of 199.34 feet to an iron pin by others on said line; thence N 33° W. 644.96 feet with L. M. McIntire's northeasterly line to an iron pin just past a fence and by some others; thence to the left of said fence approximately parallel to it S 87° 53' E. 417.53 feet with the southerly boundary of Foxwood Subdivision of record in Book 2900, Page 24, R.O.D.C., to an iron pin; thence with the line of Minnie and Odene Foster S 3° 21' W. 77 feet to an iron pin and S 87° 53' E. 165 feet to an iron pin on the westerly right-of-way line of Omohundro Drive; thence with said right-of-way line S 8° 36' W. 349.93 feet to the point of beginning, and containing 4.03 acres, more or less.

Being the same property conveyed to Proud Repurchasers, L.P by deed from Donelson Hills Investments, a Tennessee general partnership composed of Stephen A. Cobb and wife Nancy L. Hendrix; Keith M. Lundin; Myron Lundin; William B. Cobb and wife Lynne Cobb; and William Schaffner of record in Book 7967, page 908, Register's Office for Davidson County, Tennessee.



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

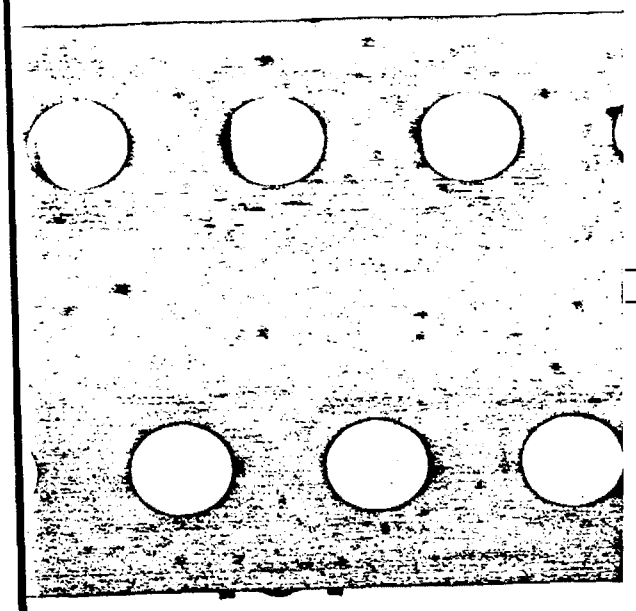
RECEIVED OF _____

FOR _____

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CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO 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 458000.00
CON TX 1694.60
PRFEE 1.00
WDEED 16.00
TOTAL 1711.60
CHECK 1711.60

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

04/22/94 01 12:35 0001 7288

42075
IDENTIF. & REFERENCE

94 APR 22 PM 12:34
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN.

No. 782438