41

GENERAL WARRANTY DEED

FROM: WHITWORTH PROPERTIES, L.P., Grantor

TO: FAIRWAY HOMES, INC., Grantee

This instrument was prepared by:
Jeffrey R. King
Farris, Warfield & Kanaday
424 Church Street
Eighteenth Floor
Third National Bank Building
Nashville, Tennessee 37219

Address New Owner(s) as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes	Map-Parcel Numbers
P. O. Box 1406 Brentwood, TN 37024-1406	(new owner)	104-14G-114

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Ninety-five Thousand 00/100 Dollars ($95,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 2nd day of August, 1994.

Notary Public

My Commission Expires: 11-20-96

FOR AND IN CONSIDERATION OF the sum of Ninety-five Thousand Dollars and 00/100 Dollars ($95,000.00), the receipt and sufficiency of which are hereby acknowledged, WHITWORTH PROPERTIES, L.P., Grantor, has bargained and sold, and by these presents does transfer and convey unto FAIRWAY HOMES, INC., Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

The Property is unimproved property known as Lot 3 of Whitworth Subdivision, Phase 2, Nashville, Tennessee.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

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

And Grantor does covenant with the Grantee that Grantor is lawfully seized and possessed of the Property in fee simple, Grantor has a good right to convey the Property, and the Property is unencumbered and unrestricted except as to those matters set forth on Exhibit B to which this conveyance is expressly made subject.

And Grantor does further covenant and bind Grantor, its successors and assigns to warrant and forever defend the title to the Property to the Grantee, its successors and assigns against the lawful claims of all persons whomsoever except as to those matters set forth on Exhibit B to which this conveyance is expressly made subject.

Witness our hands this 2nd day of August, 1994.

WHITWORTH PROPERTIES, L.P.,
a Tennessee limited partnership

By: WHITWORTH MANAGEMENT GROUP, INC.,
a Tennessee corporation,
general partner

By: Robert C Clement

Title: Chairman

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, SHARON Hammond, a Notary Public of said County and State, personally appeared Robert E. Clement, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be Chairman of WHITWORTH PROPERTIES, L. P., a general partner of WHITWORTH MANAGEMENT GROUP, INC., the within named bargainor, a limited partnership, and that Robert E. Clement as such Chairman executed the foregoing instrument for the purposes therein contained, by signing the name of the Whitworth Management Group, Inc. by him self as general partner of Whitworth Properties, L. P.

Witness my hand and seal, at Office in Nashville, this 2nd day of August, 1994.

Sharon Hammond
Notary Public

My Commission Expires: 11-20-96

EXHIBIT A

Being Lot No. 3 on the Plan of Whitworth, Phase 2 as shown on the plat of record in Plat Book 7900, page 470, Register's Office for Davidson County, Tennessee.

Being part of the same property conveyed to Whitworth Properties, L.P. by deed from Third National Bank in Nashville of record in Book 8830, page 265, Register's Office for Davidson County, Tennessee.

The above description is the same as in the previous deed of record.

EXHIBIT B

Encumbrances

1. The lien for 1994 taxes which have been prorated and will be paid by Grantee.

2. Restrictive Covenants of record in Book 8026, page 305, Page 8047, page 243, Book 8882, page 45, Book 8830, page 249 and Book 8830, page 270, Register's Office for Davidson County, Tennessee.

3. All easements, conditions and other matters shown on the Plan of Record recorded in Book 7900, page 470, said Register's Office.

4. As to Lots 1 to 37 on Plat of Whitworth, Phase 2, recorded in Book 7900, page 470; spc01 (a) encroachment of paved alley which runs through Lot 37; (b) foundation slope of tennis building north of Lots 21 and 22 encroaches into the common area.

5. Sewer Easement of record in Book 3467, page 194, and in Book 3505, page 338, as shown on said survey by Adams Land Surveying, last revised 3/20/89. (as to property not part of Phase 2)

6. Provisions of instrument of record in Book 4177, pages 148 and 149 respecting the right to cut trees and parking easement as set out therein. (as to property not part of Phase 2)

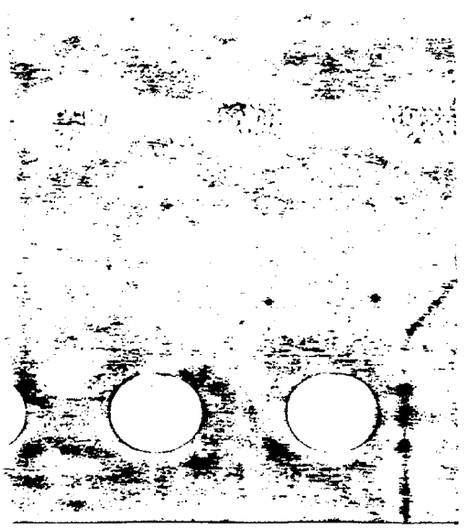
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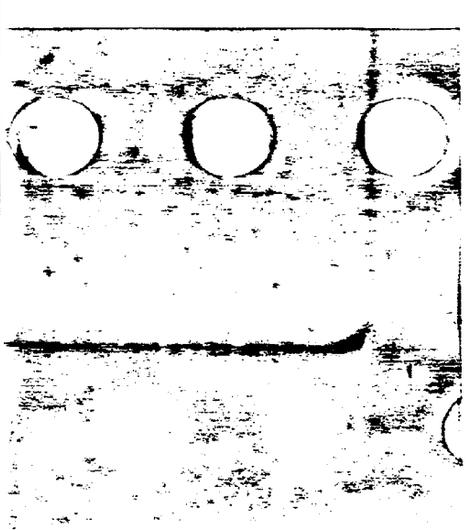
IDENTIFICATION REFERENCE

94 AUG -3 PM 3:16

REGISTER
DAVIDSON COUNTY, TN.

4941 08/03 0101 03CHECK 368.50





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

RECEIVED OF _____

FOR _____

BOOK 9427 PAGE 746

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 95000.00
CON TX 351.50
PRFEE 1.00
TDEED 16.00
ERR CO
TDEED 16.00-
[illegible] 16.00
TOTAL 368.50
CHECK 368.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

08/03/94 01 15:16 0001 4341

77971
IDENTIF. & REFERENCE

94 AUG -3 PM 3:16
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 820858