This Instrument Prepared By:
HAROLD REEVES, ATTORNEY P.C.
640 Spence Lane, Suite 218
Nashville, TN 37217
(615) 361-6679

File Box 24

BOOK 10007 PG 272

ADDRESS NEW OWNER:
Brooke Castle, LLC
% Joel C. Cooper
3365 N. Mt. Pleasant Road
Greenbrier, TN 37073

SEND TAX BILL:
To Owner

MAP AND PARCEL:
MAP 75-8-A
PARCEL 73 thru
112 inclusively

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, Riggs L. Hayes Sr., unmarried, hereinafter called the Grantor, have bargained and sold, and by these presents do transfer and convey unto Brooke Castle, LLC, hereinafter called the Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

> Certain Condominium Units in Davidson County, Tennessee, described as follows: Units Nos. 173 through 212, inclusive in a Horizontal Property Regime of Brooke Castle Condominiums of record in Plat Book 6250, page 627, and as amended by instrument of record in Book 6727, Page 762, said Register's Office, to which plan reference is made for a more complete description.
>
> Being the same property conveyed to Riggs A. Hayes, Sr., by deed from First American National Bank of record in Book 8275, Page 404, Register's Office for Davidson County, Tennessee.
>
> This is the same description as in previous deed of record.

The premises herein conveyed is a condominium apartment established pursuant to the provisions of the Tennessee "Horizontal Property Act" as set out in Section 66-027-101 et seq. of the Tennessee Code Annotated and is subject to the provisions and requirements thereof; to the By-Laws for the administration thereof; to easements, rights and interest in favor of other unit owners and all sewer, water, electrical telephone and other utility easements now or hereafter established over, through, or upon the land embracing the regime and covenants, restrictions, options, burdens, assessments and other undertakings contained in the Master Deed establishing a Horizontal property Regime of Brooke Castle Condominiums, of record in Book 6519, page 747; By-Laws of record in Book 6519, Page 768; Charter of record in Book 6519, Page 739 and as amended in Book 7570, Page 312, and Book 7866, Page 374; Warranty Deed to Homeowner's Association of record in Book 6883, Page 759, Register's Office for Davidson County, Tennessee.

Taxes for 1996 have been pro-rated and assumed by Grantee(s).

This conveyance contains the following restrictions:

1. No units shall be offered for rent that would exceed the maximum allowed under FHA-VA guidelines for the purpose of approving this project for FHA-VA financing.
2. Buyer shall seed and maintain all common property north of Building 9 until turned over to the association for management.
3. Buyer shall extend and complete wood privacy fence on the east side of property prior to turning the units over to the association for management. The fencing to be added in portions as each building is being constructed.

4. Buyer shall not rent more than a total of 20 units at any time. This restriction applies to buyer's relatives and affiliates, successors and assigns. Failure to abide by this restriction will create a lien of $200.00 payable per month per unit to the association until corrected.

This is unimproved property known as Units 173 thru 212,Brooke Castle, Hermitage, TN 37076.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Brooke Castle, LLC, its successors and assigns, forever; and I, Riggs L. Hayes Sr., unmarried do covenant with the said Grantee that I am lawfully seized and possessed of said land in fee simple, have a good right to convey it; and I do further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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Witness my hand this the 5th day of April, 1996.

Riggs L. Hayes Sr.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Riggs L. Hayes Sr., unmarried the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within Warranty Deed for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this the 5th day of April, 1996.

NOTARY PUBLIC

My Commission Expires: 3/22/97

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $ 85,000.00.

AFFIANT

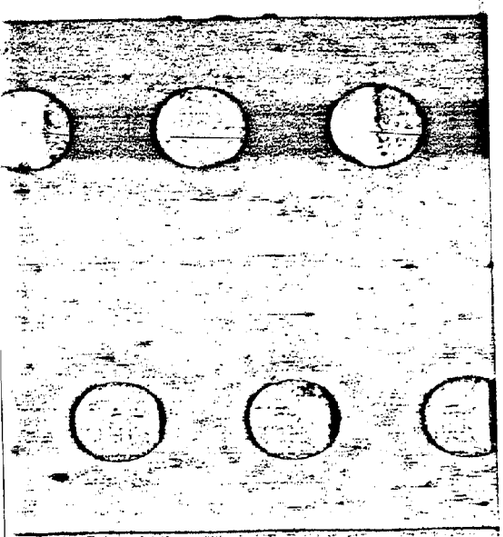
Subscribed and sworn to before me this 5th day of April, 1996.

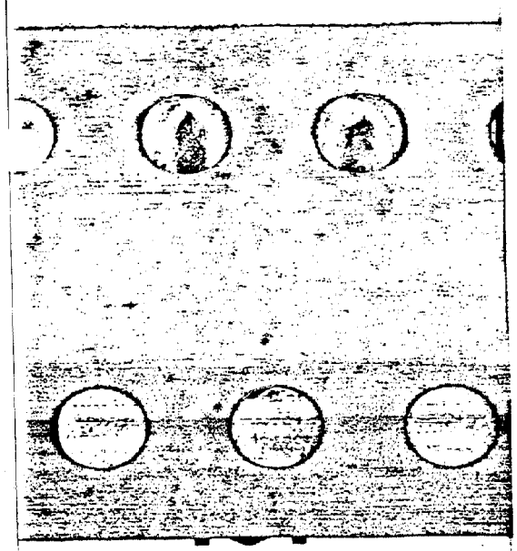
NOTARY PUBLIC
My Commission Expires: 3/22/97

0168604
IDENTIF. & REFERENCE

96 APR -8 PM 1:25
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN.

3/22 4/08 0101 03CHECK 323.50





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

RECEIVED OF _____

FOR _____

BOOK 10007 PG 274

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 85000.00
				CON TX 314.50
				PRFEE 1.00
				WDEED 8.00
				TOTAL 323.50
				CHECK 323.50

04/08/96 01 13:26 0001 7522

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0168604
IDENTIF. ↑ REFERENCE

96 APR -8 PM 1:25
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 1025509