BOOK 10568 PG 300

GENERAL WARRANTY DEED

FROM:	Joyce Development Co., LLC, Grantor	This instrument was prepared by: Jeffrey R. King Farris, Warfield & Kanaday, PLC Suite 1900 SunTrust Center Nashville, Tennessee 37219
TO:	Walter C. Watkins, Jr., Harriett Watkins, Che D. Watkins and Celeste M. Watkins, Grantees	

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
38146 Vista Drive North Livonia, MI 48152	Same	113-SC-602

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Forty-Five Thousand and No/100 Dollars ($45,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 13 day of August, 1997.

Notary Public

My Commission Expires: 3/25/2000

FOR AND IN CONSIDERATION OF the sum of Ten and No/100 Dollars ($10.00), the receipt and sufficiency of which are hereby acknowledged, JOYCE DEVELOPMENT CO., LLC (the "Grantor") has bargained and sold, and by these presents does transfer and convey unto WALTER C. WATKINS, JR. and wife, HARRIETT WATKINS, and CHE D. WATKINS, unmarried, and CELESTE M. WATKINS, unmarried (the "Grantees"), their heirs, 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 602 Clayborne Court, Nashville, Tennessee 37215.

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 Grantees, their heirs, successors and assigns forever.

And Grantor does covenant with the Grantees 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.

Grantor does further covenant and bind Grantor, its successors and assigns to warrant and forever defend the title to the Property to the Grantees, their heirs, 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 my hand this 13th day of August, 1997.

JOYCE DEVELOPMENT CO., LLC

By: _____

Title: Managing Partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Denise M. Laumeyer, a Notary Public of said County and State, personally appeared Michael S. Joyce, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Managing Partner (or other officer authorized to execute the instrument) of JOYCE DEVELOPMENT CO., LLC, the within named bargainor, a Tennessee limited liability company, and that he as such Managing Partner executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Managing Partner.

Witness my hand and seal, at Office in Nashville, this 13 day of August, 1997.

Denise M. Laumeyer
Notary Public

My Commission Expires: 3/25/2000

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EXHIBIT A

Property Description

A part of the Hillsborough Condominium tract as shown on a plat of record in Book 6250, page 699, Register's Office for Davidson County, Tennessee, said part hereby conveyed being: Unit No. 602 on the said section plat, as shown in and described by the Master Deed Establishing a Horizontal Property Regime with respect to the Hillsborough Condominiums, including the Plan and the Administrative By-Laws thereunto attached and exhibited of record in Book 6822 page 721, Register's Office for Davidson County, Tennessee.

Together with each and all of the rights, privileges, and appurtenances thereunto belonging, as set forth in said master Deed, Plan and Administrative By-Laws, including without limitation such unit's undivided percentage interest in the land and general common elements.

Subject however, to all of the provisions, conditions, restriction, options, burdens, and undertakings contained in the Master Deed, the Plan and Administrative By-Laws thereunto attached and the rules and regulations, all of which the Buyer does assume and agrees to observe and perform, including, but not limited to the payment of assessment.

Being the same property conveyed to Joyce Development Co., LLC by deed from First American National Bank of record in Book 10568, page 290, Register's Office for Davidson County, Tennessee.

EXHIBIT B

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Encumbrances

1. Taxes for 1997, a lien, but not yet due and payable.

2. Matters shown on the Plan of record in Book 6250, page 699, said Register's Office.

3. Easement of record in Book 6229, page 484, said Register's Office.

4. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4161, page 814, said Register's Office.

5. Restrictive Covenants contained in instrument of record in Book 6566, page 4 and Book 6674, page 583, said Register's office.

6. The premises herein insured is a condominium apartment established pursuant to all the provisions of the Tennessee "Horizontal Property Act" as the same is set out in Sections 66-27-101 et seq. of the Tennessee Code Annotated, as amended, and is subject to the provisions and requirements thereof; and is subject to the By-Laws for the administration thereof; also subject 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 buildings thereon; and also including without limitations all conditions, covenants, restrictions, options, burdens, assessments, and other undertakings contained in the Master Deed establishing a Horizontal Property Regime of The c Condominiums, of record in Book 6822, page 721, Register's Office for Davidson County, Tennessee, and the By-Laws appended thereto of record in Book 6822, page 747, said Register's Office.

7. Storm Water Detention Agreement of record in Book 6702, page 330, said Register's Office.

8. Easements for Highway purposes of record in Book 4377, page 710, Book 4403, page 627 and Book 4484, page 17, said Register's Office.

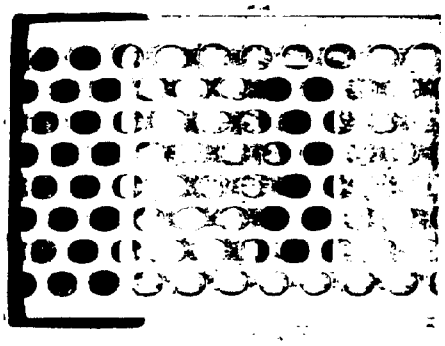
9. Subject to the liens of any unpaid assessments and/or special assessments.

10. Rights of others in and to the common elements.

0337345
IDENTIF. & REFERENCE

97 AUG 13 PM 4:04
FELIX Z[illegible] REGISTER
DAVIDSON COUNTY, TN.

6611 08/13 0101 CHECK 183.50



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 10568 PG 304

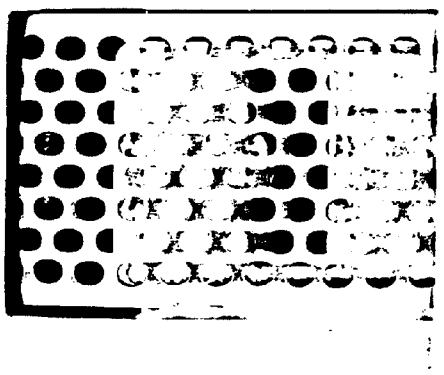
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 45000.00
CO TX 166.50
PRFEE 1.00
WDEED 16.00
TOTAL 183.50
CHECK 183.50

08/13/97 01 16:07 0001 6611

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



0337345
IDENTIF. ↑ REFERENCE

97 AUG 13 PM 4:04
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 1186180