Box 36

(3)

THIS INSTRUMENT PREPARED BY:
Douglas A. Brace, Attorney
ORTALE, KELLEY, HERBERT & CRAWFORD LLP
200 Fourth Avenue North
Nashville, TN 37219-8985

BOOK 11353 PG. 153

99 FEB 24 AM 10:53
REGISTER
U5524478
IDENTIF. & REFERENCE

WARRANTY DEED

Name and Address of New Owner:

Randal P. Higgs and Thomas R. Keown
204 Kippsford Pond Road
Columbia, TN 38401

Send Tax Bills To:

New Owners - 204 Kippsford Pond Road,
Columbia, Tn 38401

Street Address of Subject Property:

7124 Highway 70 South
Nashville, TN 37221

Map/Parcel No:

143-234.00

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, **KIMBRO EQUITIES I, a Tennessee General Partnership,** hereinafter called **"GRANTOR"** has bargained and sold, and by these presents do transfer and convey unto **RANDAL P. HIGGS and THOMAS R. KEOWN,** hereinafter called **"GRANTEES,"** their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 9 on the Plan of Bellevue Center, Section 4, of record in Book 6200, page 581, Register's Office for Davidson County, Tennessee, to which plat reference is made for a more complete description.

Being part of the same property conveyed to Kimbro Equities I, a Tennessee General Partnership, by Installment Deed from G & H Investment Company, a Tennessee General Partnership, as of record in Book 9574, page 237, Register's Office for Davidson County, Tennessee.

The conveyance of the above described parcel of land is subject to the permitted exceptions set forth in Exhibit "B" attached hereto.

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, and assigns to warrant and forever defend the title to the said land to the said GRANTEES, theirs 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 our hands this 2nd day of ~~January~~ FEBRUARY, 1999.

KIMBRO EQUITIES I,
a Tennessee General Partnership

BY: _____
Harlon J. Kimbro, Jr.

[Signatures continued from Page 1]

BY: William C. Kimbro
William C. Kimbro

BY: Anne Elizabeth Frost
Anne Elizabeth Frost

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Before me, a Notary Public in and for said State and County aforesaid, personally appeared **Harlon J. Kimbro, Jr.** with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a partner of **Kimbro Equities I,** a Tennessee General Partnership, the within named bargainor, and that as such partner, executed the foregoing instrument for the purpose therein contained by signing the name of the partnership by himself as partner.

WITNESS my hand and seal at office in Nashville, Tennessee, this 1st day of February, 1999.

NOTARY PUBLIC

My commission expires: July 27, 2002

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Before me, a Notary Public in and for said State and County aforesaid, personally appeared **William C. Kimbro**, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a partner of **Kimbro Equities I,** a Tennessee General Partnership, the within named bargainor, and that as such partner, executed the foregoing instrument for the purpose therein contained by signing the name of the partnership by himself as partner.

WITNESS my hand and seal at office in Nashville, Tennessee, this 1st day of February, 1999.

NOTARY PUBLIC

My commission expires: July 27, 2002

STATE OF TENNESSEE]
COUNTY OF Davidson]

Before me, a Notary Public in and for said State and County aforesaid, personally appeared **Anne Elizabeth Frost**, with whom I am personally acquainted, and who, upon oath, acknowledged herself to be a partner of **Kimbro Equities I,** a Tennessee General Partnership, the within named bargainor, and that as such partner, executed the foregoing instrument for the purpose therein contained by signing the name of the partnership by herself as partner.

WITNESS my hand and seal at office in Nashville, Tennessee, this 1st day of February, 1999.

NOTARY PUBLIC

My commission expires: July 27, 2002

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

The actual consideration or value whichever is greater for this transfer is $650,000.00.

AFFIANT

Subscribed and sworn to before me this 23rd day of ~~January~~ February, 1999.

NOTARY PUBLIC

My commission expires: MARCH 27, 1999

F:\FAB\KIMBRO\WARRANTY.DEE

00-2412

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11353 PG. 155

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	CFEE	COMPUTER FEE	PRFEE	PROBATE FEE

05524478
IDENTIFICATION REFERENCE

99 FEB 24 AM 10:54
REGISTER
DAVIDSON COUNTY, TN.

[illegible] 2405.00
[illegible] 1.00
[illegible] 5.00
CFEE 5.00
TOTAL 2416.00
CHECK 2416.00
[illegible] 10:52 0001 FD29

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1428741