THIS INSTRUMENT PREPARED BY:
DEAN ROBINSON, ATTORNEY
3125 North Mt. Juliet Road
P. O. Box 425
Mt. Juliet, TN 37122

Instr:200002010010339 Page: 1 OF 2
REC'D FOR REC 02/01/2000 11:51:00AM
RECORD FEE: $11.00
M. TAX: $0.00 T. TAX: $5920.00

ADDRESS NEW OWNER:
Hermitage House Square
Limited Partnership
c/o Beach Capital Ventures, Inc.
3217 Lake Shore Drive
Michigan City, IN 46360

MORTGAGEE:
Charles H. Turner et ux
P. O. Box 957
Hermitage, TN 37076

SEND TAX BILLS:
New Owner

MAP-PARCEL:
Map 75-00
Parcel 16
FB# 4D-25670

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, we, **Charles H. Turner and wife, Virginia W. Turner,** hereinafter called the Grantors, have bargained and sold, and by these presents do transfer and convey unto **Hermitage House Square, a Tennessee Limited Partnership,** hereinafter called the Grantee, its heirs and assigns, a certain tract or parcel of land in the 2nd Civil District of Davidson County, State of Tennessee, described as follows, to wit:

> Being tracts 2, 3, 4 and 5, on the plan of the Re-Subdivision of Hermitage Inn Subdivision as of record in Plat Book 7900, page 274, Register's Office for Davidson County, Tennessee, for which plat reference is hereby made for a more complete description.
>
> Being a part of the same property conveyed to Charles H. Turner and wife, Virginia W. Turner, as tenants in common without right of survivorship, by Quitclaim Deed from D. Jefferson Herring, Trustee, as of record in Book 7300, page 982, Register's Office for Davidson County, Tennessee.

This is improved property known as 4144 Lebanon Road, Hermitage, Tennessee 37076.

This conveyance is made subject to all restrictions and easements of record, or which a visual inspection of the property would reveal, and easements, covenants and conditions as shown on the Plan of record in Plat Book 7900, page 274, Register's Office for Davidson County, Tennessee.

Property taxes for the current year have been settled between the parties and will be paid by the Grantee.

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 we do covenant with the said Grantees that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Grantees, their 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 16th day of February, 1992.

CHARLES H. TURNER

VIRGINIA W. TURNER

STATE OF TENNESSEE)
COUNTY OF WILSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Charles H. Turner and wife, Virginia W. Turner**, the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within Warranty Deed for the purposes therein contained.

Witness my hand and official seal at Mt. Juliet, Tennessee, this 16th day of February, 1992.

NOTARY PUBLIC

BRENDA K. ... NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: 6-25-94

STATE OF TENNESSEE)
COUNTY OF WILSON)

The actual consideration or value, whichever is greater for this transfer is $4,600,000.00.

AFFIANT

Subscribed and sworn to before me this 16th day of February, 1992.

NOTARY PUBLIC

BRENDA K. ... NOTARY PUBLIC AT LARGE

My Commission Expires: 6-25-94