This Instrument Prepared By:
John T. Gwin, Attorney at Law
2800 North Mt. Juliet Road
Mt. Juliet, Tennessee 37122-3008

mail to Bathoff

Instr:200002110014240 Page: 1 OF 4
REC'D FOR REC 02/11/2000 3:31:51PM
RECORD FEE: $18.00
M. TAX: $0.00 T. TAX: $0.00

ADDRESS NEW OWNER:
Continental Development and Construction, Inc.
P.O. Box 680116
Franklin, Tennessee 37064

SEND TAX BILL TO:
Owner

MAP 087-09-0 67 ✓
PARCELS 56, ~~57~~, 71, 110, 111, 112, 125, & 126

MORTGAGEE:

BOOK 11665 PAGE 816

RE-RECORD
The purpose for this re-recording is to correct lot 57 to lot 67

WARRANTY DEED

SEP 17 11 12:58

0636745

REFERENCE

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, **Lane Family Partners, L.P., a Tennessee Limited Partnership whose general partner is Raymond D. Lane,** hereinafter called the GRANTOR, has bargained and sold, and by these presents, does hereby transfer and convey unto **Continental Development and Construction, Inc., a Tennessee corporation,** hereinafter called the GRANTEE, it successors and assigns, that certain tract or parcel of land located in Davidson County, State of Tennessee, described as follows, to-wit:

Tract No. 1: Being Lot No. 1, New Hope Estates, Phase One, Plat Book 9700, page 319, Register's Office for Davidson County, Tennessee, described as follows: Being bounded on the East by New Hope Road and beginning at the northeast corner of M. J. Peach property described in Deed Book 1553, page 471, Register's Office for Davidson County, Tennessee; commencing North 5 degrees 14 minutes 56 seconds East 80.08 feet to a point along the margin of New Hope Road; thence with a curve to the left, 37.03 feet, more or less, to the southerly margin of Curtin Hill Lane; thence with the margin of Curtis Hill Lane in a westwardly direction 128.37 feet to a point; thence in a southerly direction 117.49 feet to the border of the M. J. peach property referred to herein above; thence with said border South 85 degrees 12 minutes 46 seconds East a distance of 150.00 feet to the point of beginning.

Tract No. 2: Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Hew Hope Estates, Phase One, of record in Book 9700, page 319, Register's Office for said County, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Lane Family Partners, L.P., a Tennessee Limited Partnership whose general partner is Raymond D. Lane dated September 10, 1999, from Holigan Homes Tennessee, Ltd. and filed for record in Book 11665 page 907, Register's Office for Davidson County, Tennessee.

Tract No 3: Land in Davidson County, Tennessee, being Lot No. 16, New Hope Estates, Phase One, of record in Book 97, page 319, Register's Office for said County, to which plan reference is hereby made for a more complete description.

02/17/2000 03CHECK
729.40

67

Tract No. 4: Land in Davidson County, Tennessee, being Lots No. 55, 56, 57, 70 and 71, on the Plan of New Hope Estates, Phase Three, of record in Book 9700, page 494, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Lane Family Partners, L.P. a Tennessee Limited Partnership whose general partner is Raymond D. Lane by quitclaim deed from Raymond D. Lane, Sr. and wife, Audrey J. Lane (a/k/a Juanita D. Lane) dated December 16, 1994, and filed for record in Book 9550, page 330, Register's Office for Davidson County, Tennessee. BOOK 11665 PAGE 817

This is improved property known as Lot Nos. 1, 2, 16, Phase One , New Hope Estates, Lot Nos. 55, 56, 67, 70 & 71, New Hope Estates, Phase Three, Hermitage, Tennessee 37076.

Taxes for the current year have been settled between the parties. This conveyance is made subject to all planning, zoning and health department rules and regulations that may affect the premises. This conveyance is also made subject to the following matters:

1. Subject to Real Property Taxes for 1999, a lien not yet due and payable. Map 087-09-0, Parcels 56, 57, 71, 110, 111,112, 125, & 126. If improvements are completed after January 1 of any 67 year, the law require supplemental assessment for the year in which the improvements are completed, as defined by Statute. Any applicable 1999 ad valorem real property taxes assessed by the Taxing Authority constitute a lien, due and payable.

2. Subject to all applicable zoning and planning restrictions, and all health department rules and regulations that may affect the premises.

3. Subject to an easement for Sanitary Sewer Easement as set forth in an instrument of record in Deed Book 9550, page 330, said Register's Office, to which instrument reference is here made for the exact terms and details thereof.

4. Subject to all of those facts, conditions and limitations shown on the Plat of record in Plat Book 9700, page 319 (Lots 1, 2, and 160), Register's Office for Davidson County, Tennessee, including but not by way of limitation an Owner's Certificate; all setback lines and easements as depicted on said plat; and health department rules and regulations. Reference is here made to said Plat for a complete depiction of all matters thereupon.

5. Subject to all of those facts, conditions and limitations shown on the Plat of record in Plat Book 9700, page 494 (Lots 55, 56, 57, 70 and 71), Register's Office for Davidson County, Tennessee, including but not by way of limitation an Owner's Certificate; all setback lines and easements as depicted on said plat; and health department rules and regulations. Reference is here made to said Plat for a complete depiction of all matters thereupon.

6. Subject to restrictive covenants of record in Book 11665, page 811, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete details.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever; and GRANTOR does covenant with the said GRANTEE that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and warrants that the same is unencumbered unless otherwise herein set out; and,

GRANTOR does further covenant and bind itself, its successors 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.

WITNESS our hands this the 10th day of September, 1999.

Lane Family Partners, L.P.

Raymond D. Lane Jr

By: Raymond D. Lane, General Partner

STATE OF TENNESSEE)
COUNTY OF WILSON)

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Before me, the undersigned authority of the State and County aforesaid, personally appeared **Raymond D. Lane** with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be **General Partner** of **Lane Family Partners, L.P.**, the within named bargainor, a limited liability company, and that he as such authorized officer, with the authority so to do, executed the within Warranty Deed for the purposes therein contained by signing the name of the limited liability company as such authorized officer.

WITNESS my hand and official seal at office this 10th day of September, 1999.

Patricia M. Gwin
NOTARY PUBLIC

My Commission Expires: 1/30/2001

STATE OF TENNESSEE)
COUNTY OF WILSON)

The actual value or consideration, whichever is greater, for this transfer is $192,000.00.

AFFIANT

Subscribed and sworn to before me on this 10th day of September, 1999.

Patricia M. Gwin
NOTARY PUBLIC
My Commission Expires: 1/30/2001