This Instrument Prepared By:
Bottorff, Kavin & Cook, PLC
155 Franklin Road, Suite 120
Brentwood, Tennessee 37027

Box 60

ADDRESS NEW OWNER:
Continental Development & Const., Inc.
P. O. Box 680116
Franklin, TN 37068

SEND TAX BILL TO:
Owner

MORTGAGEE:
Bank of America, N.A.
5121 Maryland Way, Suite 203
Brentwood, TN 37027

MAP **172-5**
GROUP
PARCEL **14**

WARRANTY DEED

Instr:200002220017420 Page: 1 OF 2
REC'D FOR REC 02/22/2000 3:54:54PM
RECORD FEE: $11.00
M. TAX: $0.00 T. TAX: $773.30

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 and sufficiency of which are hereby acknowledged, **Mildred Saffell-Smith, married**, hereinafter called the "GRANTOR", has bargained and sold, and by these presents, does transfer and convey unto **Continental Development and Construction, Inc.**, 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:

> Land in Davidson County, Tennessee, being Lot No. 16 of Harvard Estates Subdivision, Section 4, of record in Plat Book 4675, page 153, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and detailed description of said lot.
>
> Being the same property conveyed to Mildred Saffell-Smith, unmarried, by deed from Leroy McClard and wife Christine McClard of record in Book 6087, page 87, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to all restrictions, easements, zoning and planning ordinances, and health department regulations that may affect the premises.

This conveyance is further made subject to real property taxes for 2000 and subsequent years.

This is improved property known as 5014 Marc Dr., Nashville, Tennessee 37211.

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 covenants with the said "GRANTEE" that she 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 herself, her heirs and assigns, to warrant and forever defend the title to the said land to the said "GRANTEE", and its successors and assigns, against the lawful claims of all persons whomsoever. Whereever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

SCOTT JONES, husband of Mildred Saffell-Smith, joins in this conveyance to transfer all right, title or interest he may have in subject property, marital or otherwise.

WITNESS our hands this the 18th day of February, 2000.

Mildred Saffell-Smith

Mildred Saffell-Smith

Scott Jones

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, **Mildred Saffell-Smith and Scott Jones,** 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 this 18th day of February, 2000.

NOTARY PUBLIC

My Commission Expires: 8-8-01

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

The actual value or consideration, whichever is greater, for this transfer is $209,000.00.

AFFIANT

Subscribed and sworn to before me on this 18th day of February, 2000.

NOTARY PUBLIC

My Commission Expires: 8-8-01