48A

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| ***THIS INSTRUMENT PREPARED BY:***<br>***Douglas A. Brace, Reg. #3485***<br>***ORTALE, KELLEY, HERBERT & CRAWFORD***<br>*200 Fourth Avenue North, Third Floor*<br>*P.O. Box 198985*<br>*Nashville, TN 37219-8985*<br>*(615) 256-9999* | *STATE OF TENNESSEE ]*<br>*COUNTY OF WILLIAMSON ]*<br><br>*The actual consideration or value, whichever is greater, for this transfer is $130,500.00.*<br><br>*Affiant*<br><br>*Notary Public*<br><br>NOTARY PUBLIC AT LARGE DAVIDSON CO. TEN.<br>*My commission expires: 7-27-2002* |

**Name and Address of New Owner:**

Zaring Homes, Inc.
1604 Westgate Circle
Brentwood, TN 37027

Davidson County DEEDWARR
Recvd: 12/05/00 14:59 3pgs
Fees:15.00 Taxes:482.85
20001205-0119706

**Send Tax Bills To:**

New Owner

| **Street Address of Subject Property:** | **Map and Parcel:** |
|---|---|
| 6964 Stone Run Drive (Lot 31)<br>6968 Stone Run Drive (Lot 32)<br>829 Holt Grove Court (Lot 72)<br>Nashville, TN 37211 | 180-03-A-60.00 (Lot 31)<br>180-03-A-61.00 (Lot 32)<br>180-03-A-95.00 (Lot 72) |

## WARRANTY DEED

**FOR AND IN CONSIDERATION** of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **GILLESPIE LAND DEVELOPMENT, LLC,** a Tennessee Limited Liability Company, hereinafter called "**GRANTOR,**" has bargained and sold, and by these presents does transfer and convey unto **ZARING HOMES, INC.,** a Tennessee corporation, hereinafter called "**GRANTEE,**" its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

**Tract 1:**

Being Lots Nos. 31 and 32 on the Plan of Section 2A, Stone Creek Park, of record in Book 9700, page 266, as amended in Book 9700, page 669, Register's Office for said County, to which Plan reference is hereby made for a more complete description.

**Tract 2:**

Being Lot No. 72 on the Plan of Section 2B, Stone Creek Park, of record in Book 9700, page 266, as amended in Book 9700, pages 793 and 794, Register's Office

for said County, to which Plan reference is hereby made for a more complete description.

Being part of the same property conveyed to Gillespie Land Development, LLC, by Deed from John Hall Gillespie and wife, Shirley B. Gillespie, of record in Book 10270, page 404, Register's Office for Davidson County, Tennessee, as to Tract 1 and being part of the same property conveyed to Gillespie Land Development, LLC by Deed from Dorothy H. Gillespie of record in Book 11416, page 984, said Register's Office, as to Tract 2.

The conveyance of the above described parcel of land is subject to the following:

1. All matters shown on the Plan of Section 2A, Stone Creek Park, as of record in Book 9700, page 266, as amended in Book 9700, page 669, Register's Office for Davidson County, Tennessee (Tract 1);

2. All matters shown on the Plan of Section 2B, Stone Creek Park, as of record in Book 9700, page 266, as amended in Book 9700, pages 793 and 794, Register's Office for Davidson County, Tennessee (Tract 2);

3. Declaration of Covenants, Conditions and Restrictions of record in Book 10324, page 365, and in Book 10953, page 804, said Register's Office;

4. Easement for water mains and appurtenances granted to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 6218, page 199, said Register's Office;

5. Easements of record in Book 6218, page 199, Book 10316, page 607, and in Book 10716, page 596, said Register's Office;

6. Water Use Agreement of record in Book 6068, page 119, said Register's Office;

7. Easement for encroachment as contained in Book 10487, page 632, said Register's Office; and

8. All matters shown on the Plat of Stone Creek Park Amenity Center of record in Book 9700, page 652, said Register' Office.

**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 the same is unencumbered, unless otherwise herein set out; and Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the Grantee, its successors 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** my hand this 30th day of November, 2000.

**GILLESPIE LAND DEVELOPMENT, LLC**

**By:** _____
**John H. Gillespie, Chief Manager**

**STATE OF TENNESSEE** ]
]
**COUNTY OF WILLIAMSON** ]

Before me, the undersigned, a Notary Public in and for said State and County aforesaid, personally appeared **John H. Gillespie,** with whom I am personally acquainted and who, upon oath, acknowledged himself to be Chief Manager of **GILLESPIE LAND DEVELOPMENT, LLC,** a Tennessee limited liability company, and that he as Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company as said Chief Manager.

**WITNESS** my hand and seal at Brentwood, Tennessee, the day and year first above written.

**NOTARY PUBLIC**

**My commission expires:** 7-27-2002

NOTARY PUBLIC AT LARGE DAVIDSON CO. TENN.

**This instrument prepared by Douglas A. Brace, Attorney, 209 Fourth Avenue, North, Nashville, Tennessee, upon information furnished by the parties hereto.**

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