Davidson County DEEDWARR
Recvd: 04/03/01 14:42 2pgs
Fees:11.00 Taxes:240.50
20010403-0032265

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BOX 44
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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $65,000.00.

Affiant

Subscribed and sworn to before me, this 30th day of March, 2001.

Notary Public

My Commission Expires: 3/29/03

THIS INSTRUMENT PREPARED BY:
Wesley D. Turner
GULLETT, SANFORD, ROBINSON & MARTIN, PLLC
230 Fourth Avenue, North
P. O. Box 198888
Nashville, Tennessee 37219-8888
(615) 244-4994

Address New Owner As Follows:	Send Tax Bills To:	Map-Parcel Number:
Hamilton Company, LLC 95 White Bridge Road, Suite 501 Nashville, TN 37205	SAME	Map 131-06-0-H Parcel 058.00 CO

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 consideration, the receipt of which is hereby acknowledged, **WELLESLEY BUILDERS, L.L.C.,** a Tennessee limited liability company, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto, **HAMILTON COMPANY, LLC,** a Tennessee limited liability company, hereinafter called the Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 62 on the Final Plat of Phase 3, Village of Cherry Glen, a planned unit development, of record in Book 9700, page 451, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Wellesley Builders, L.L.C., a Tennessee limited liability company, by deed from Cherry Glen Partners, L.P., a Tennessee limited of record in Book 10768, page 723, Register's Office for Davidson County, Tennessee.

A new legal description was not prepared for this transaction. The legal description is the same as the previous instrument of record.

This conveyance is made subject to:

1. 2001 Metro taxes, a lien but not yet due and payable, which have been prorated and assumed by Grantee. By acceptance of delivery of this instrument, Grantee assumes and agrees to pay such taxes as and when such become payable and to indemnify and hold harmless Grantor from liability and loss therefrom.

2. Matters shown on the Plan of record in Book 9700, page 451, Register's Office for Davidson County, Tennessee.

3. Declaration of Covenants, Conditions, Liens, Easements and Restrictions, including, but not limited to, easements, assessments, special assessments, charges and liens, contained in an instrument of record in Book 6517, page 522, Register's Office for said County, as amended at Book 6691, page 593, and by Second Amendment at Book 6778, page 532, Third Amendment at Book 6778, page 536; Fourth Amendment at Book 6911, page 120; Fifth Amendment at Book 7046, page 520; Sixth Amendment at Book 7076, page 691; Seventh Amendment at Book 7146, page 188; Eighth Amendment at Book 9882, page 733, Register's Office for said County, and of record at Book 9882, page 739, as amended by Second Amendment at Book 10594, page 695 and Third Amendment of record at Book 11186, pge 932, Register's Office for Davidson County, Tennessee.

4. By-Laws of Village of Cherry Glen Association, Inc. of record as Instrument No. 200002040011736, Register's Office for said County.

5. Easement for driveway turnarounds of record in Book 8919, page 779, Register's Office for Davidson County, Tennessee.

This is improved property known as 1104 Black Cherry Ct., Nashville, TN 37215.

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 it covenants 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 further covenants and binds itself, its successors and assigns, 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 person 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 30th day of March, 2001.

WELLESLEY BUILDERS, L.L.C.,
a Tennessee limited liability company

By: _____
John W. Hays, Chief Manager

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **JOHN W. HAYS** with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is **CHIEF MANAGER** of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker to execute this instrument on behalf of the maker.

Witness my hand, at office, this 30th day of March, 2001.

_____
Notary Public

My Commission Expires: 3/24/03

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE