WARRANTY DEED

Davidson County DEEDWARR
Recvd: 11/28/01 15:25 2pgs
Fees:13.00 Taxes:140.60

20011128-0130210

STATE OF TENNESSEE
COUNTY OF Rutherford

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS ~~$36,000.00~~ $35,000. -

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26th Day of November, 2001.

Notary Public

MY COMMISSION EXPIRES: 11/17/02

(AFFIX SEAL)

NOTARY PUBLIC AT LARGE

THIS INSTRUMENT WAS PREPARED BY
David W. Kious, Attorney at Law, 613 Potomac Place, Suite 201 Smyrna, TN 37167

WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Landmark Homes of Tennessee, Inc.	New Owner	Part of Map and Parcels
(NAME) 4275 Central Pike	(NAME)	98-16, 98-132 and
(ADDRESS) Hermitage, TN 37086	(ADDRESS)	98-133
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of ten dollars, cash in hand paid by the hereinafter named GRANTEE(S), and other good and valuable considerations, the receipt of which is hereby acknowledged, we, **Baypointe, LLC., a Tennessee Liability Company**, hereinafter called the GRANTOR(S), have bargained and sold, and by these presents do transfer and convey unto **Landmark Homes of Tennessee, Inc., a Tennessee Corporation** hereinafter called the GRANTEE(S), their heirs and assigns, a certain tract or parcel of land in Rutherford County, State of Tennessee, described as follows, to-wit:

Being all of Lot No. 40, Baypointe Subdivision, Phase II, according to the plat thereof, recorded in Instrument No. 20010608-0060679, of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details of location and description of said lot.

Being a portion of the same property conveyed to Baypointe, LLC. by Warranty Deed of record in Book 11748, page 257, Book 11748, page 260 and Book 11748, page 263, Register's Office of Davidson County, Tennessee.

Subject to restrictive covenants of record in Instrument No. 200005100047337 and as amended in Instrument No. 20000720071748 and in Instrument No. 20010621-0065743; easement of record in Book 10316, page 619; any and all matters as shown on plat of record in Instrument No. 200006210061773; all of the Register's Office of Davidson County, Tennessee.

This is unimproved (x)
improved( ) property, known as Lot 40, Baypointe, Phase II Hermitage TN 37076
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

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(S), their heirs and assigns forever; and we do covenant with the said GRANTEE(S) 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 except for the current year property taxes which are being prorated between the parties and Grantee agreeing to pay said tax when due; 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 GRANTEE(S), 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 my/our hand(s) this 26th Day of November, 2001.

Baypointe, LLC.

BY:
Gary Wisniewski, Chief Manager

STATE OF TENNESSEE **COUNTY OF RUTHERFORD**

Before me, the undersigned of the state and county aforesaid, personally appeared Gary Wisniewski with whom I am personally acquainted and (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Chief Manager of Baypointe, LLC., the within-named bargainor, and that he as such Chief Manager , as duty authorized executed the foregoing instrument for the purposes therein contained by signing the name of Baypointe, LLC. by the said Gary Wisniewski as such Chief Manager.

Witness my hand and official seal this the 11/26/2001.

Notary Public

My Commission Expires: 11/17/02

