Davidson County DEEDWARR
Recvd: 02/04/02 12:00 2pgs
Fees:13.00 Taxes:140.60
20020204-0015092

NAME/ADDRESS OF OWNER:
EASTLAND CONSTRUCTION, INC.
1483 N. Mt. Juliet Road, Suite 213
Mt. Juliet, TN 37122

THIS INSTRUMENT PREPARED BY:
SANDRA Y. TRAIL, ATTORNEY
107 North Maple Street
Murfreesboro, TN 37130

FROM INFORMATION FURNISHED BY
THE PARTIES

SEND TAX BILLS TO:
New Owner

Part of Map 98, Parcels 132 and 133

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the undersigned, BAYPOINTE, LLC, a Tennessee limited liability company, does hereby transfer and convey unto EASTLAND CONSTRUCTION, INC., a Tennessee corporation, its successors and assigns, forever, that certain tract of land located in Davidson County, Tennessee, and being further described as follows, to-wit:

> BEING all of Lot No. 43 of 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 lots.
>
> Being a portion of the same property conveyed to Baypointe, LLC, a Tennessee limited liability company, by Warranty Deeds of record in Book 11748, page 257 and Book 11748, page 260 of the Register's Office of Davidson County, Tennessee.
>
> This conveyance is made subject to all matters shown on the plat of record in Instrument No. 20010608-0060679 and Declaration of Restrictive Covenants for Baypointe of record in Instrument No. 20000510-0047337 and as amended in Instrument No. 2000072-0071748 and Instrument No. 20010621-0065743 of the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, together with all the appurtenances, estate, title and interest thereunto belonging unto the said Grantee, its successors and assigns, forever.

The undersigned covenants with the said Grantee that it is lawfully seized and possessed of said real estate, that it has a good right to convey the same and that it is unencumbered, except by lien of the 2002 Davidson County real property taxes, which taxes will be prorated between the parties, with the Grantor paying to the Grantee its respective share and the Grantee assuming and agreeing to pay the same in full when due.

The undersigned further covenants and binds itself, its successors and assigns, to forever warrant and defend the title to said real estate to the said Grantee, its successors and assigns, against the lawful claims of all persons, whomsoever.

WITNESS ITS HAND, this the 25th day of January, 2002.

BAYPOINTE, LLC

By: Gary Wisniewski, Chief Manager

STATE OF TENNESSEE)
ss:
COUNTY OF Wilson)

Personally appeared before me, a Notary Public in and for said county and state, personally appeared Gary Wisniewski, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Chief Manager of Baypointe, LLC, a Tennessee Limited Liability Company, the within named bargainor, and that Gary Wisniewski as such Chief Manager executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Liability Company by himself as Chief Manager.

WITNESS MY HAND at Murfreesboro, Tennessee, this 25th day of January, 2002.

NOTARY PUBLIC

DANA LOGGINS
NOTARY PUBLIC AT LARGE
WILSON CO. TENN.

My Commission Expires: 7-13-03

STATE OF TENNESSEE)
ss:
COUNTY OF Wilson)

I hereby swear or affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is $38,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT

Sworn to and subscribed before me, this the 25th day of January, 2002.

NOTARY PUBLIC

DANA LOGGINS
NOTARY PUBLIC AT LARGE
WILSON CO. TENN.

My Commission Expires: 7-13-03