40-A

WARRANTY DEED

ANDREW B. GIBSON, JR. NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires July 26, 2003

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 363,000.00 EXEMPT

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF March, 2002

Notary Public

MY COMMISSION EXPIRES: 7/26/03
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Gibson & Gregory, Suite 1900, 201 Fourth Ave., N., Nashville, Tennessee 37219

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Metropolitan Government (NAME)	TAX EXEMPT - GOVERNMENTAL AGENCY (NAME)	MAP 172
222 Third Ave. N. Ste.701 (ADDRESS)	(ADDRESS)	P/O PARCEL 179
Nashville, TN 37201 (CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, Jeffery K. Hitt and J. D. Eatherly as tenants in common

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Metropolitan Government of Nashville and Davidson County, Tennessee

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN Davidson COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

SEE ATTACHED EXHIBIT A

This conveyance is made subject to such limitations, restrictions and easements as may affect the premises.

Davidson County DEEDWARR
Recvd: 03/12/02 15:58 4pgs
Fees:22.00 Taxes:0.00

20020312-0031274

unimproved (X)
This is improved ( ) property, known as Map 172, Part of Parcel 179, Nashville, TN
(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 GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES 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 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 GRANTEES, 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 our hand this 12th day of March, 2002

Jeffery K. Hitt

J. D. Eatherly

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Jeffery K. Hitt and J. D. Eatherly as tenants in common

the bargainor s, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville Tennessee, this 12th day of March 2003.

Commission expires 7/26/03

Notary Public

STATE OF TENNESSEE
COUNTY OF

Before me, _____ a Notary Public within and for the State and County aforesaid, personally appeared _____ with whom I am personally acquainted and who upon _____ oath acknowledged _____ to be the _____ of the _____ the within named bargainor, and corporation, and that _____ as such _____ being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing the name of the corporation, by the said _____ as such _____.

My Commission Expires July 26, 2003

Witness my hand and official seal at office at _____ on this the _____ day of _____.

My commission expires _____

_____
Notary Public

EXHIBIT A

Land lying in the 31st Councilmanic District of Nashville, Davidson County, Tennessee, being a portion of Parcel 179 on Tax Map 172 and being bounded on the north by property owned by Affordable Housing Resources, Inc. as of record in Instrument No. 20010627-0068091 at the Register's Office for Davidson County, Tennessee (R.O.D.C., TN.), being Lot 3 as shown on the Plan of Hickory Commercial Park Section One as of record in Plat Book 6900, Page 806; being bounded on the east by property owned by Lake Providence Miss. Baptist Church, Inc. as of record in Deed Book 11728, Page 372 (R.O.D.C., TN.), by property owned by Highlands of Brentwood, L.L.C. as of record in Deed Book 11189, Page 612 (R.O.D.C., TN.) and by property owned by Edward Quinn Warner, et ux as of record in Deed Book 4975, page 906 (R.O.D.C., TN), being bounded on the south by property of the United States of America as of record in Deed Book 7618, Page 123 (R.O.D.C., TN.); and bounded on the west by the remaining portion of property owned by Jeffery K. Hitt and J.D. Eatherly as of record in Instrument No. 20001121-0115226 (R.O.D.C., TN.), and being more particularly described as follows:

BEGINNING, at an iron pin old, being the southeasterly corner of the subject property and the northeasterly corner of the said United States of America property and a common corner with the Edward Quinn Warner, et ux property;

Thence, with the said United State of America property, S 51 deg. 22' 29" W. 505.74' to an iron pin old;

Thence N 88 deg. 14' 08" W, 53.79' to an iron old;

Thence, leaving the said United States of America property and running with the said remaining portion of Jeffery K. Hitt and J.D. Eatherly along a severance line, N 72 deg. 00' 36" W, 108.58' to an iron pin new;

Thence, N 61 deg. 34' 04" W, 182.72' to an iron pin new;

Thence, N 44 deg. 13' 51" E, 197.26' to an iron pin new;

Thence, N 57 deg. 33' 21" E, 460.11' to an iron pin new;

Thence, S 60 deg. 02' 22" E, 135.23' to an iron pin new;

Thence, N 16 deg. 43' 27" E, 131.57' to an iron pin new;

Thence, N 07 deg. 29' 24" E, 179.60' to an iron pin new;

Thence, N 08 deg. 49' 31" E, 230.87' to an iron pin new;

Thence, N 07 deg. 11' 13" E, 167.74' to an iron pin new;

Thence, N 09 deg. 14' 11" E, 298.31' to an iron pin new;

Thence, N 12 deg. 57' 26" E, 280.47' to an iron pin new;

Thence, N 09 deg. 52' 43" E, 271.42' to an iron pin new;

Thence, N 32 deg. 26' 35" W, 157.52' to an iron pin new;

Thence, N 18 deg. 35' 57" E, 32.37' to an iron pin new; ending said severance line and being on the southerly property line of the said Affordable Housing Resources, Inc.;

Thence, leaving the remaining portion of Jeffery K. Hitt and J.D. Eatherly property and running with the said Affordable Housing Resources, Inc. property, S 83 deg. 09' 25" E, 8.33' to an iron pin new;

Thence, S 81 deg. 30' 08" E, 157.16 to an iron pin old, being the northwesterly corner of the said Lake Providence Miss. Baptist Church, Inc. property;

Thence, leaving the said Affordable Housing Resources, Inc. property and running with the said Lake Providence Miss. Baptist Church, Inc., property, S 10 deg. 03' 02" W, 449.60' to an iron pin old;

CONTINUED

LEGAL DESCRIPTION CONTINUATION

Thence, S 14 deg. 42' 49" W, 295.65' to an iron pin old;

Thence, S 07 deg. 40' 18" W, 678.23' to an iron pin new, passing an iron pin old at 143.49', being a common corner with the said Highlands of Brentwood, L.L.C. property;

Thence, continuing with said Highlands of Brentwood L.L.C. property, S 05 deg. 50' 02" W, 121.72' to an iron pin old, being a common corner with the said Edward Quinn Warner, et ux property;

Thence, leaving the said Highlands of Brentwood property and running with the said Edward Quinn Warner, et ux property, S 08 deg. 04' 29" W, 10.40' to an iron pin new;

Thence, S 10 deg. 35' 23" W, 124.57' to an iron pin old;

Thence, S 05 deg. 28' 07" W, 146.37' to the POINT OF BEGINNING, containing 301,921 square feet or 6.931 acres, more or less, according to a survey by Hart Freeland Roberts, Inc. dated 12/11/01.

Being part of the same property conveyed to Jeffery K. Hitt and J. D. Eatherly by Special Warranty Deed from R. Douglas Richter of record in Instrument No. 20001121-0115226, said Register's Office.

This conveyance is made subject to such limitations, restrictions and easements as may affect the premises.