Box 28A

0040113

OLD REPUBLIC

National Title Insurance Company
201 Fourth Avenue North, Suite 150
Nashville, Tennessee 37219-2011

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER
IS GREATER, FOR THIS TRANSFER IS $ 220,000.00

James Pace
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE, THIS THE 10th
DAY OF September, 2002.

Jo Ann Smith
NOTARY PUBLIC

My Commission expires: 7/29/06

NOTARY PUBLIC LARGE DAVIDSON COUNTY, TN

THIS INSTRUMENT PREPARED BY:
Devereaux D. Cannon, Jr., Attorney, 201 Fourth Avenue, North, Nashville, TN 37219

NAME & ADDRESS OF PROPERTY OWNER:	SEND TAX BILLS TO:	MAP & PARCEL NUMBERS:
MODULAR HOME BUILDERS, INC. (NAME)	Same (NAME)	41-8-0-35
3250 Dickerson Road (ADDRESS)	(ADDRESS)	
Nashville, TN 37207 (CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

Warranty Deed

For and in Consideration of the sum of $ 220,000.00 cash in hand paid by the hereinafter named grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, we

LOIS MILLER, UNMARRIED AND EDWIN MADRIGAL, UNMARRIED

hereinafter called the **GRANTORS**, have bargained and sold, and by these presents do transfer and convey unto

MODULAR HOME BUILDERS, INC.

hereinafter called the **GRANTEES**, their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to wit:

(SEE ATTACHED EXHIBIT "A")

Davidson County DEEDWARR
Recvd: 09/11/02 14:53 3pgs
Fees:18.00 Taxes:814.00
20020911-0110933

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

1. Davidson County taxes for 2002 which have been prorated and assumed by the Grantee.

2. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 6255, page 828, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (x) property, known as 1209 Old Hickory Boulevard - Nashville, TN 37207
(House Number) (Street) (City) (State) (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. We do covenant with 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 set out herein. We do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the 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 hands this 10th day of September, 2002.

LOIS MILLER

EDWIN MADRIGAL

INDIVIDUAL ACKNOWLEDGMENTS:

STATE OF TENNESSEE }
County of DAVIDSON }

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named LOIS MILLER AND EDWIN MADRIGAL, the bargainor(s), with whom I am personally acquainted (or proved to me in 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 office this 10th day of September 2008.

My Commission expires:
7/29/06

J Lane Smith
Notary Public

NOTARY PUBLIC AT LARGE DAVIDSON COUNTY TENN.

STATE OF TENNESSEE }
County of }

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named _____, the bargainor(s), with whom I am personally acquainted (or proved to me in the basis of satisfactory evidence), and who acknowledged that _____ executed the within instrument for the purposes therein contained.

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

My Commission expires:

_____ _____
Notary Public

STATE OF TENNESSEE }
County of }

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named _____, the bargainor(s), with whom I am personally acquainted (or proved to me in the basis of satisfactory evidence), and who acknowledged that _____ executed the within instrument for the purposes therein contained.

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

My Commission expires:

_____ _____
Notary Public

CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT:

STATE OF TENNESSEE }
County of }

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me in the basis of satisfactory evidence), and who, upon oath, acknowledged _____self to be the _____ of _____, the within named bargainor, a corporation (or partnership), and that ____, as such officer (or partner), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation (or partnership) by _____self as such officer (or partner).

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

My Commission expires:

_____ _____
Notary Public

Exhibit "A"

A tract of land in the Second Civil District, Nashville, Davidson County, Tennessee as described according to a survey by Daniels & Associates, Inc. dated 05/15/02, Project Number 02-037 (Gregory E. Daniels, TN R.L.S. #1489) and being more particularly described as follows:

Beginning at an existing iron pin on the southwesterly right-of-way of Old Hickory Boulevard at
the common corner of the herein described tract and Ira S. Brown, et ux of record in deed book 10821, page 955 R.O.D.C. TN; and proceeding as follows.

1. Leaving said southwesterly right-of-way of Old Hickory Boulevard and with said Ira S. Brown S 47deg56'56" W 322.67 feet to an iron pin set; thence,

2. S 26deg30'33" E 128.11 feet to an iron pin set on the northerly right-of-way of Marydale
Drive; thence,

3. With said northerly right-of-way of Marydale Drive a curve to the right 171.78 feet to an iron pin set; said curve having a central angle of 25deg11'47", radius 390.63, tangent 87.30, and chord S 76deg05'21" W 170.40; thence,

4. S 88deg41'15" W 88.18 feet to an iron pin set; thence,

5. Leaving said northerly right-of-way of Marydale Drive and with G. Gilbert Lowe Subdivision of record in Document No. 20000920-0093639 R.O.D.C. TN a curve to the left 39.03 feet to an existing iron pin; said curve having a central angle of 89deg26'50", radius 25.00, tangent 4.76, and chord N 43deg57'50" E 35.18; thence,

6. N 00deg45'35" W 279.37 feet to an existing iron pin; thence,

7. S 88deg41'17" W 158.02 feet to an existing iron pin; thence,

8. With the northerly boundary of Willie May Broadwell, et al of record in deed book 10546, page 364 R.O.D.C. TN S 89deg00'39" W 156.12 feet to an existing iron pin; thence,

9. With the easterly boundary of Ball Knob Subdivision of record in plat book 2854, page 116 R.O.D.C. TN N 00deg36'15" W 39.98 feet to an existing iron pin; thence,

10. N 01deg34'34" W 112.12 feet to an existing iron pin; thence,

11. N 00deg48'30" W 151.87 feet to an existing iron pin; thence,

12. With the southerly and easterly boundary of E.B. & Maureen B. Owen of record in deed book 2547, page 385 R.O.D.C. TN N 88deg51'51" E 310.44 feet to an existing iron pin; thence,

13. N 01deg05'09" W 20.03 feet to an existing iron pin; thence,

14. With a curve to the right 138.57 feet to an iron pin set; said curve having a central angle of 49deg37'50", radius 159.97, tangent 73.97, and chord N 23deg56'45" E 134.28; thence,

15. With a curve to the left 39.27 feet to an iron pin set on the southwesterly right-of-way of Old Hickory Boulevard; said curve having a central angle of 90deg00'00", radius 25.00, tangent 25.00, and chord N 03deg32'45" E 35.36; thence,

16. With said southwesterly right-of-way of Old Hickory Boulevard S 41deg27'15" E 449.68 feet to a point; thence,

17. S 42deg10'09" E 102.18 feet to the point of beginning.

Containing 282,660 square feet or 6.49 acres more or less.

Being the same property conveyed to Lois Miller, unmarried and Edwin Madrigal, unmarried, by deed from Anthony Arnold, Successor Trustee under the Revocable Lowe Living Trust dated January 20, 2000, of record as Instrument No. 200206280078442, said Register's Office.