26B

Davidson County DEEDWARR
Recvd: 10/02/02 16:20 3pgs
Fees:18.00 Taxes:425.50

20021002-0120417

[ADDRESS NEW OWNER:] **[SEND TAX BILLS TO:]** **[MAP-PARCEL NO.]**

Cole Family Partners, L.P.	New Owner	Map 64-11-A
326 East Old Hickory Blvd.		Parcel 27 CO
Madison, TN 37115		11226 26b

This instrument prepared by : Robert J. Notestine, III, Attorney, 104 Woodmont Boulevard, Suite 115, Nashville, Tennessee 37205

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, **Timothy N. Marshall, a married person** (The "Grantor") has bargained and sold, and by these presents does transfer and convey unto **Cole Family Partners, L.P., a Tennessee limited partnership** (The "Grantee"), its successors and assigns certain tract or parcel of land in Davidson County, State of Tennessee, being more particularly described as follows, to wit:

Land in Davidson County, Tennessee, being Lot No. 27 on the Plan of Caleb Chase, a Planned Unit Development, of record in Book 6250, page 81 and 82, said Register's Office.

Being the same property conveyed to Timothy N. Marshall, by deed from Danitah G. Ezell, a single woman, of record in Book 9033, page 389, said Register's Office for Davidson County, Tennessee.

Gail E. Marshall, spouse of Timothy N. Marshall joins in this conveyance to convey any interest she may have in subject property, particularly any marital interest.

This description is the same as was used in the last deed of record.

This conveyance is subject to the following:

1. Taxes for the year 2002 and subsequent years.
2. Plan of record in Book 6250, page 821 and 822, said Register's Office for Davidson County, Tennessee.
3. Restrictive covenants contained in instrument of record in Book 4465, page 109, said Register's Office.

4. Storm Water Detention Agreement of record in Book 6548, page 557, said Register's Office.
5. 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 6777, page 453, Book 6783, page 805 and Book 7189, page 553, said Register's Office.

This is improved property commonly known as 410 North Cameron Court, Hermitage, Tennessee 37076.

[STATE OF TENNESSEE]
[COUNTY OF DAVIDSON]

The actual consideration or value, whichever is greater for this transfer is $115,000.00.

Affiant

Subscribed and sworn to before me this 27th day of September, 2002.

Notary Public

My Commission Expires: 05/28/03

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interests thereto belonging to the said Grantee, its successors and assigns, forever.

And Grantor does covenant with the said Grantee that the Grantor is lawfully seized and possessed of said land in fee simple; has a good right to convey it, and the same is unencumbered except as set forth herein above.

And Grantor does further covenant and bind himself, his heirs and assigns, to warrant and forever defend the title to the Property to the said Grantee, its successors and assigns against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 27th day of September, 2002.

Timothy N. Marshall

Gail E. Marshall

STATE OF TENNESSEE)
COUNTY OF DAVIDSON

On this **27th** day of **September, 2002**, before me personally appeared Timothy N. Marshall and wife, Gail E. Marshall, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 27th day of **September,** 2002.

Notary Public

My Commission Expires: 05/28/03