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Boy 36

THIS INSTRUMENT PREPARED BY: ***Douglas A. Brace, Reg. #3485*** ***ORTALE, KELLEY, HERBERT & CRAWFORD*** *200 Fourth Avenue North, Third Floor* *P.O. Box 198985* *Nashville, TN 37219-8985* *(615) 256-9999*	*STATE OF TENNESSEE]* *COUNTY OF WILLIAMSON]* *The actual consideration or value, whichever is greater, for this transfer is $110,000.00.* *Affiant* *Notary Public* *My commission expires:*

Name and Address of New Owner:

The Eli Corp.
1012 Ridgecrest Drive
Dickson, TN 37055

Davidson County DEEDWARR
Recvd: 02/18/03 11:04 3pgs
Fees:18.00 Taxes:407.00
20030218-0020804

Send Tax Bills To:

New Owner

Street Address of Subject Property:	**Map and Parcel:**
5009 Southfork Boulevard	Lot 5 63-16-C-5-CO
5011 Southfork Boulevard	Lot 6 63-16-C-6-CO
5013 Southfork Boulevard	Lot 7 63-16-C-7-CO
5015 Southfork Boulevard	Lot 8 63-16-C-8-CO
Old Hickory, TN 37138	

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **JO-MAC PROPERTIES, LLC,** a Tennessee Limited Liability Company, hereinafter called "**GRANTOR,**" has bargained and sold, and by these presents does transfer and convey unto **THE ELI CORP.,** a Tennessee corporation, hereinafter called "**GRANTEE,**" its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lots Nos. 5, 6, 7 and 8, as shown on the Plan of Hermitage Springs Townhomes, Section One, of record as Instrument No. 20010801-0081514 in the Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete and accurate description.

Being a part of the same property conveyed to Jo-Mac Properties, LLC, a Tennessee limited liability company, by Deed from Danner-Eller Golf Properties, a Tennessee corporation, of record as Instrument No. 19991230-0308890, in the Register's Office for Davidson County, Tennessee; and by Deed from William E. Jones and wife, Phyllis Jones, of record as Instrument No. 20000310-0025238, in the Register's Office for Davidson County, Tennessee.

The conveyance of the above described parcel of land is subject to the following:

1. Davidson County property taxes for the year 2003 which have been prorated between the parties and assumed by Grantee;

2. All matters shown on the Plans of record as Instrument No. 20010703-0070299 and as Instrument No. 20010801-0081514, Register's Office for Davidson County, Tennessee; and

3. Rights to use water from spring referred to in Deeds of record in Book 5792, page 639, Book 5792, page 644, Book 5792, page 649, Book 5916, page 717, Book 6036, page 281, Book 5826, page 95, Book 5826, page 100, Book 5826, page 105, Book 5916, page 722, and Book 6036, page 274, Register's Office for Davidson County, Tennessee;

4. Declaration of Covenants, Conditions and Restrictions of record as Instrument No. 20001206-0120233, Register's Office for Davidson County, Tennessee;

5. By-Laws of record as Instrument No. 20010712-0074536, Register's Office for Davidson County, Tennessee;

6. Easement Deeds for a non-exclusive easement for road purposes and ingress and egress to Old Hickory Boulevard of record in Book 6267, pages 296 and 298, Register's Office for Davidson County, Tennessee;

7. Right-of-way easements for water mains and water lines of record in Book 8007, pages 232, 237 and 240, Register's Office for Davidson County, Tennessee;

8. Easements for sanitary sewers and/or storm drainage granted to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 10644, pages 186, 190 and 194, Register's Office for Davidson County, Tennessee;

9. Charter of Hermitage Springs Townhomes Association, Inc. of record as Instrument No. 20010716-0075385 and as amended by Articles of Amendment of record as Instrument No. 20020128-0011789, Register's Office for Davidson County, Tennessee; and

10. Any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of ways for public utilities applicable to this property.

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 Grantor does covenant with the said Grantees that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and Grantor does further covenant and bind itself, its successors and assigns, 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 my hand this 14th day of February, 2003.

JO-MAC PROPERTIES, LLC

BY: _____

John N. Weckesser, Chief Manager

STATE OF TENNESSEE]
]
COUNTY OF WILLIAMSON]

Before me, the undersigned, a Notary Public in and for said State and County aforesaid, personally appeared **John N. Weckesser,** with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Chief Manager of **JO-MAC PROPERTEIS, LLC,** a Tennessee limited liability company, and that he as Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company as said Chief Manager.

WITNESS my hand and seal at Franklin, Tennessee, the day and year first above written.

NOTARY PUBLIC

My commission expires:_____

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