Contract No. 31-0102512
Sales Price 14,150.00
This instrument prepared by:
FAIRFILED RESORTS, INC.
8427 South Park Circle #500
Orlando, FL 32819

MAP NO. N/A PARCEL NO. N.A.

Davidson County DEEDWARR
Recvd: 04/15/03 14:10 2pgs
Fees:13.00 Taxes:52.36

20030415-0050198

NASHVILLE UDI, PHASE I, BUILDING 11
THE NAME & ADDRESS OF A TAX PAYER IS
THE GRANTEE AT THE GRANTEE'S ADDRESS
MAIL TAX BILLS TO: THE MUSIC CITY USA, POA, INC.
101 MUSIC CITY CIRCLE, SUITE 200, NASHVILLE, TN 37214
THE NAME & ADDRESS OF THE MORTGAGEE IS:
FAIRFIELD RESORTS, INC.
8427 South Park Circle #500, Orlando, FL 32819,

CORPORATION DEED

THIS DEED, Made this 28th day of February A.D. 2003, by and between Fairfield Resorts, Inc., a Delaware corporation, as beneficial owner, and Lawyers Title Insurance Corporation, a Virginia corporation, as nominee for Fairfield Resorts, Inc., under the terms of a Title Clearing Agreement dated January 27, 1983, as amended, "Grantors," and Charles E. Winger, Jr. (Sole Owner)

"Grantees," whose address is 8412 Mcewen Rd Dayton OH 45458;

WITNESSETH:

That the Grantors, in consideration of Ten Dollars and other good and valuable consideration to them paid by the Grantee(s), the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell and convey, subject to the previous assignment of use, possessory and occupancy rights to Fairshare Vacation Owners Association, Trustee, recorded in Book 9876, Page 347 et seq., pursuant to the terms and conditions of the Fairshare Vacation Plan Use Management Trust Agreement ("Trust Agreement") recorded in Book 9489, Page 981, as may be amended from time to time, and the restrictions, easements, and other conditions contained in the Declaration of Covenants, Conditions and Restrictions for Fairfield Nashville at Music City USA, the Amended and Restated Declaration of Horizontal Property Regime Covenants, Conditions and Restrictions for Fairfield Nashville at Music City USA, applicable thereto all as recorded in the public records of Davidson County, Tennessee, unto the aforesaid Grantee(s), their heirs, executors, administrators, successors and assigns the following described property:

A 175,000 /136,227,000 undivided fee simple absolute interest in the Units in Building 11, as tenants in common with the other undivided interest owners of said Units, together with an appurtenant undivided interest in the common areas as may be described and depicted on a plat of Phase I, Building 11;

of Fairfield Nashville at Music City USA, as may be further described in the aforesaid Declaration of Covenants, Conditions and Restrictions for Fairfield Nashville at Music City USA, applicable thereto, as recorded in Book 9546, Page 213 et seq., the Third Supplemental Declaration to Amended and Restated Declaration of Horizontal Property Regime Covenants, Conditions Restrictions for Fairfield Nashville at Music City USA, applicable thereto, as recorded in Book 10456, Page 597 et seq., and any amendments and supplements thereto, all in the Register's Office of Davidson County, Tennessee, which undivided interest has been assigned 175,000 Fairshare Plus Points symbolic of said Property interest. LESS AND EXCEPT Oil, Gas, and other minerals.

Said tract or parcel of land being a part of the same property conveyed to Fairfield Resorts, Inc., herein by virtue of a deed dated 18th day of November, 1994, from Jim B. Smith and Dorothy P. Smith of record in Deed Book 9524, Page 318-320, et seq., Register's Office, Davidson County, Tennessee.

The property described above is a/an ANNUAL ownership interest as described in the Declaration and such ownership interest has been allocated 175,000 Points (as defined in the Declaration) for use by the Grantee(s) in Each year.

This conveyance is subject to and by accepting this Deed the Grantee(s) do(es) hereby agree to assume the following:

1. Taxes for the current year and subsequent years payable as part of the maintenance fee or Fairshare Plus Assessment, as applicable;
2. Conditions, restrictions, limitations, reservations, easements, and other matters of record including Declaration of Covenants and Restrictions;
3. Supplemental Declaration of Covenants and Restrictions and any supplements and amendments hereafter filed;
4. Fairshare Vacation Ownership Assignment Agreement and Use Restrictions and Fairshare Vacation Plan Use Management Trust Agreement and any amendments thereto;
5. Any conveyance of an undivided interest made prior to the recordation of a final as-built plat shall be deemed to have been subject to such recorded plat and all plat notes and restrictions thereon.

TO HAVE AND TO HOLD unto Grantee(s) and Grantee's heirs, executors, administrators, successors and assigns forever; subject, however, to the restrictions, easements and other conditions hereinabove contained. Fairfield Resorts, Inc., does hereby fully warrant the title of all of the premises hereby conveyed and will defend the same against the lawful claims of all persons whomsoever.

And Lawyers Title Insurance Corporation does hereby transfer, convey and quitclaim unto the said Grantee(s) and his, her, their, its heirs successors and assigns forever, all of its right, title, interest, equity and estate in and to said lands.

The plural number as used herein shall equally include the singular and vice versa. the masculine or feminine gender as used herein shall equally include the neuter.

IN WITNESS WHEREOF, Fairfield Resorts, Inc., has this 28th day of February, 2003, caused its name to be signed hereto by its dully authorized officer. In executing this Deed, the beneficial owner hereby authorizes and requests Lawyers Title Insurance Corporation by it Attorney in Fact to execute this Deed for the purpose of conveying legal title to the above-described property.

FAIRFIELD RESORTS, INC. AS BENEFICIAL OWNER

By: _____
VP/Dir. of Deeding

LAWYERS TITLE INSURANCE CORPORATION, AS NOMINEE, BY ITS ~~ATTORNEY~~ IN FACT

By: _____
Attorney in Fact

STATE OF FLORIDA)
) SS.
COUNTY OF ORANGE)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Kim Thompson, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be an officer of Fairfield Communities, Inc., the within named bargainor, a corporation, and that he or she as such officer, being authorized to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself or herself as such officer.

WITNESS my hand and seal of office on this 28th day of February, 2003.

My Commission Expires:
10/09/05

Michelle Santiago
Notary Public

MICHELLE SANTIAGO
My Comm Exp. 10/9/05
No. DD 063941
[✓] Personally Known [ ] Other I.D.

STATE OF FLORIDA)
) SS.
COUNTY OF ORANGE)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Kim Thompson, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Attorney in Fact for Lawyers Title Insurance Corporation, a Virginia corporation, duly appointed by instrument of record in Miscellaneous Book 9863, Page 122-125, Register's Office, Davidson County, Tennessee, and that he as such Attorney in Fact, being authorized to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself and such officer.

WITNESS my hand and seal of office on this 28th day of February, 2003.

My Commission Expires:
10/09/05

Michelle Santiago
NOTARY PUBLIC

MICHELLE SANTIAGO
My Comm Exp. 10/9/05
No. DD 063941
[✓] Personally Known [ ] Other I.D.

STATE OF FLORIDA)
) SS.
COUNTY OF ORANGE)

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $14,150.00.

Amount Tax Paid $52.36

_____
Affiant

Subscribed and sworn to before me this 28th day of February, 2003.

My Commission Expires:
10/09/05

Michelle Santiago
NOTARY PUBLIC

MICHELLE SANTIAGO
My Comm Exp. 10/9/05
No. DD 063941
[✓] Personally Known [ ] Other I.D.

STATE OF TENNESSEE, DAVIDSON COUNTY

The foregoing instrument and certificate were noted in Note Book _____, Page _____, at _____ O'clock ____.M., _____, _____, and recorded in Deed Book _____ Page _____, State Tax Paid $_____, Fee $_____, Recording Fee $_____, Total $_____.

Witness My Hand.

Receipt No. _____

_____
Register

Form: NABACK 3/02