This Instrument Prepared By:
John T. Gwin, Attorney at Law
2800 North Mt. Juliet Road
Mt. Juliet, Tennessee 37122-3008

ADDRESS NEW OWNER:
TKR Properties, a Tennessee General Partnership
P.O. Box 291343
Nashville, Tennessee 37229

SEND TAX BILL TO:
Owner

MORTGAGEE:
None

MAP **44-15-0**
GROUP
PARCEL **78.00**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Roy Heriges and wife, Teresa Heriges** hereinafter called the Grantors, have bargained and sold, and by these presents, do transfer and convey unto **TKR Properties, a Tennessee General Partnership composed of Donald R. Swartz and Terry Keller Swartz,** hereinafter called the Grantee, its successors and assigns, that certain tract or parcel of land located in Davidson County, State of Tennessee, described as follows, to-wit:

Being Lot No. 102 of Section "D" on the Plan of E. I. DuPont de Nemours and Company's Subdivision, of record in Book 1424, page 65, as corrected in Book 4398, page 567, Register's Office for Davidson County, Tennessee, and beginning on the easterly margin of Bryan Street at the corner of Lots Nos. 101 and 102; thence with the line between said lots, eastwardly 61.1 feet to the corner of Lots Nos. 90 and 102; thence with the line between said two lots, southwardly 59 feet to the northerly margin of said Street; thence westwardly 51.1 feet to the beginning of a curve; thence around said curve with a radius of 10 feet to the easterly margin of Bryan Street; thence with the easterly margin of said Street, northwardly 49 feet to the beginning.

Being the same property conveyed to Roy Heriges and wife, Teresa Heriges by quitclaim deed from Ronnie W. Glover ,unmarried dated August 15, 2003, of record in Instrument No. 20030908-0130676, Register's Office for Davidson County, Tennessee.

This is improved property known as 915 Bryan Street, Old Hickory, Tennessee 37138.

Taxes for the current year have been settled between the parties. This conveyance is made subject all planning, zoning, and health department rules and regulations which may affect the premises. This conveyance is also made subject to the following matters:

Davidson County DEEDWARR
Recvd: 10/21/03 08:40 3pgs
Fees:18.00 Taxes:259.00
20031021-0155015

1. Subject to Real Property Taxes for 2003, a lien now due and payable. Map 44-15-0, Parcel 78.00. If improvements are completed after January 1 of any year, the law requires supplemental assessment for the year in which the improvements are completed, as defined by Statute. Any applicable 2003 ad valorem real property taxes assessed by the Taxing Authority constitute a lien, due and payable.

2. Subject to all applicable zoning and planning restrictions, and all health department rules and regulations that may affect the premises.

3. Subject to restrictive covenants contained in instruments of record in Book 1728, page 80 and in Book 2447, page 151, said Register's Office, and to which instruments reference is here made for the complete and exact terms, details and requirements thereof.

4. Subject to all of those facts, conditions and limitations shown on the Plat of record in Plat Book 1424, page 65 and corrected in Plat Book 4398, page 567, Register's Office for Davidson County, Tennessee, including but not by way of limitation an Owner's Certificate; all setback lines and easements as depicted on said plat and health department rules and regulations. Reference is here made to said Plat for a complete depiction of all matters thereupon.

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

Grantors do covenant with the said Grantee that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and warrant that the same is unencumbered unless otherwise herein set out; and,

Grantors do further covenant and bind themselves, their heirs and representatives, to warrant and forever defend the title to the said land to the said Grantees its successors and assigns, against the lawful claims of all persons whomsoever.

WITNESS our hand this the 15th day of October, 2003.

Roy Heriges

Teresa Heriges

STATE OF TENNESSEE)
COUNTY OF WILSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, **Roy Heriges and wife, Teresa Heriges**, the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within Warranty Deed for the purposes therein contained.

WITNESS my hand and official seal at office this 15th day of October, 2003.

Patricia M. Gwin
NOTARY PUBLIC

PATRICIA M. GWIN NOTARY PUBLIC AT LARGE WILSON CO., TENNESSEE

My Commission Expires: 12/15/04

STATE OF TENNESSEE)
COUNTY OF WILSON)

The actual value or consideration, whichever is greater, for this transfer is $70,000.00.

AFFIANT

Subscribed and sworn to before me on this 15th day of October, 2003.

Patricia M. Gwin
NOTARY PUBLIC
My Commission Expires: 12/15/04

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED