Box 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 $82,500.00.* *Affiant* *Notary Public* *My commission expires:* 9/24/05

NOTARY PUBLIC AT LARGE
Douglas A. Brace
My Commission Expires
September 24, 2005
STATE OF TENNESSEE

Name and Address of New Owner:

Weckesser Builders, LLC
3057 Trotters Lane
Franklin, TN 37067

Davidson County DEEDWARR
Recvd: 10/27/03 14:07 2pgs
Fees:13.00 Taxes:305.25
20031027-0158075

Send Tax Bills To:

New Owner

Street Address of Subject Property:	**Map and Parcel:**
5020 Southfork Boulevard	63-16-C-13 CO (Unit 13)
5018 Southfork Boulevard	63-16-C-14 CO (Unit 14)
5016 Southfork Boulevard	63-16-C-15 CO (Unit 15)
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 **WECKESSER BUILDERS, LLC,** a Tennessee Limited Liability Company, 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 Unit Nos. 13, 14 and 15 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.

Being part of the same property conveyed to Jo-Mac Properties, LLC, a Tennessee Limited Liability Company, by deed from Danner-Eller Golf Properties, LLC, a Tennessee Limited Liability Company, of record as Instrument No. 19991230-0308890 and by Quitclaim 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. Taxes and assessments for 2004 and subsequent years, a lien, but not yet due and payable;

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;

3. Declaration of Covenants, Conditions and Restrictions of record as Instrument No. 20001206-0120233, as amended by First Amendment of record as Instrument No. 20020130-0013464, and further amended by Second Amendment of record as Instrument No. 20031006-0147712, said Register's Office;

4. By-Laws of record as Instrument No. 20010712-0074536 said Register's Office;

5. Right 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, said Register's Office;

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, said Register's Office;

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

8. 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, said Register's Office; and

9. 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 Grantee, its successors and assigns, forever; and Grantor does covenant with the said Grantee 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 Grantee, its successors 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 its hand this 24th day of October, 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 Chief Manager of **JO-MAC PROPERTIES, 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
AT LARGE
Douglas A. Brace
My Commission Expires
September 24, 2005
STATE OF TENNESSEE

_____
NOTARY PUBLIC

My commission expires:_____

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