NAME AND ADDRESS OF NEW OWNERS:
Greenvale Construction, LLC
1418 Kensington Square Court, Bldg. A
Murfreesboro, TN 37130

THIS INSTRUMENT PREPARED BY:
David W. Kious, Attorney
1535 W. Northfield Blvd., Suite 16
Murfreesboro, TN 37129

Davidson County DEEDWARR
Recvd: 12/29/03 15:39 2pgs
Fees:13.00 Taxes:1500.32
20031229-0183343

SEND TAX BILLS TO:
New Owner

SPECIAL WARRANTY DEED

(Part of Map 163, Parcel 376)

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS, cash in hand paid and other good and valuable consideration, the receipt of all of which is hereby acknowledged, **VASTLAND/EATHERLY/McCLUNG DEVELOPMENT, LLC, a Tennessee limited liability company,** has bargained and sold and does hereby transfer and convey unto **GREENVALE CONSTRUCTION, a Tennessee limited liability company**, its successors and assigns, forever, that certain property located and situated in Rutherford County, Tennessee, and more particularly described as follows, to-wit:

Land in Davidson County, Tennessee, being all of Lot Nos. 108, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 171, 172, 173, 174, 175 and 176, on the Plan of Master Deed Lot Layout (Private Element), Phase IV, Mill Park (formerly Hickory Hollow Townhomes), as shown by plat appearing of record in Instrument No. 20031117-0167241, of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details of said lot.

Being a part of the same property conveyed to Vastland/Eatherly/McClung Development, LLC, a Tennessee limited liability company, by Warranty Deed dated September 5, 1997 of record in Book 10638, Page 354, Register's Office for Davidson County, Tennessee.

This conveyance is subject to the following:
Declaration of Covenants, Conditions and Restrictions of record in Book 10719, Page 425, as amended of record in Book 11167, Page 757 and supplemented in Instrument No. 20031117-0167241; By-Laws of record in Book 10719, Page 464, as amended of record in Book 11167, Page 759; Charter of the Homeowners' Association of record in Book 10719, Page 419; Detention Pond Agreement of record in Book 10506, Page 278; Easement to BellSouth of record in Book 11378, Page 991; Quitclaim Deed to the Homeowners' Association for Common Areas of record in Book 11221, Page 249; Subject to all matters of record on the Boundary plat for Hickory Hollow Townhomes of record in Book 9700, Pages 538 and 539, and, any and all matters shown on plat of record in Instrument No. 20031117-0167241; all in the Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said real estate together with all appurtenances, estate and title thereunto belonging unto the said grantee, its successors and assigns, forever.

And Grantor does covenant and bind Grantor, its successors and assigns to warrant and forever defend the title to the Property to the Grantee, its successors and assigns against the

lawful claims of all persons whomsoever claiming by, through or under Grantor, but not further or otherwise, except as to those matters set forth herein to which this conveyance is expressly made subject, and except for the 2003 property taxes being prorated between the parties.

WITNESS ITS HANDS AND SIGNATURE on this the 17th day of December, 2003.

Vastland/ Eatherly/ McClung Development, LLC

BY: _____
Mack H. McClung
Chief Manager

STATE OF TENNESSEE)
:ss
COUNTY OF Davidson)

Before me, the undersigned Notary Public, of the state and county aforesaid, personally appeared Mack H. McClung, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of Vastland/Eatherly/McClung Development, LLC, the within named bargainor, a limited liability company, and that he as such Chief Manager, as duly authorized executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

WITNESS MY HAND AND OFFICIAL SEAL at office, this 17th day of December, 2003.

_____
NOTARY PUBLIC

TAMMY R. VERSLUIS
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

My Commission Expires:

9-22-07

My Commission Expires SEPT. 22, 2007

STATE OF TENNESSEE)
:ss
COUNTY OF Davidson)

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $405,492.50, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

_____
AFFIANT

Sworn to and subscribed before me this 17th day of December, 2003.

_____
NOTARY PUBLIC

TAMMY R. VERSLUIS
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

My Commission Expires:

9-22-07

My Commission Expires SEPT. 22, 2007