This instrument prepared by:
Sheila McCord, an employee of
First American Title Insurance Company
1105 Newman's Trail
Hendersonville, Tennessee 37075
(615) 264-8979

File No.: **2105-465650**

Davidson County DEEDWARR
Recvd: 04/15/04 13:50 3pgs
Fees:18.00 Taxes:540.29

20040415-0042589

WARRANTY DEED

THIS INDENTURE, made and entered into this **Twelfth day of April, 2004**, by and between **Classic Homes BOS, L.P.**, parties of the first part, and **Carol C. Joy, an unmarried woman**, party of the second part,

WITNESSETH: This for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part had bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described Real Estate, situated and being in the City of **Old Hickory**, County of **Davidson**, State of **Tennessee**, to wit:

Unit 66, A Planned Unit Development Phase One - Section Two Hermitage Springs Estates, as shown on plat of record in Instrument 20031310160338 in the Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being part of the same property conveyed to parties of the first part, herein shown in:
Book , Page No.: or Instrument No.: **20031107-0163900** in said Register's office.

This conveyance is made subject to:
Taxes for the year 2004 and any Covenants, Conditions, Restrictions and Easements of record.

Parcel ID # **P/O 63-242**
XX Improved OR
Unimproved property located at: **5213 Southfork Blvd., Old Hickory, Tennessee**

TO HAVE AND TO HOLD the aforesaid Real Estate together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his/her heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that he/she is lawfully seized in fee simple of the aforedescribed real estate; that he/she has good right to sell and convey the same; that the same is unencumbered, EXCEPT as set forth herein, and that the title and quiet possession thereto he/she warrants and forever defends against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part of the day and year first above written.

Classic Homes BOS, L.P.

By: BOS Tennessee Operations, Inc.
aGeneral Partnership

By: Mikel Hunsucker, President

STATE OF **TENNESSEE**

COUNTY OF **DAVIDSON**

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared **Mikel Hunsucker ,** with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged himself to be the President of BOS Tennessee Operations, Inc., as General Partner of Classic Homes BOS, L.P., the within named bargainor, and that he executed the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained as **his** free Act and Deed.

Witness my hand and Notarial Seal this **Twelfth day of April, 2004.**

Notary Public

My Commission Expires: 3/3/07

SHEILA McCORD
NOTARY PUBLIC AT LARGE
SUMNER COUNTY, TENN.
MY COMM. EXP. 03/3/2007

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Owner's Name: **Carol C. Joy**

and Address: **5213 Southfork Blvd.**
Old Hickory, TN

Mail tax bills to, (Person or Agency responsible for payment of taxes)

Roberg Financial, L. P.
801 - 94th Avenue North
St. Petersburg, FL 33702

I, or we, hereby swear and affirm that, to the best of the affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is **$146,025.00** which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

Carol C. Joy
Affiant

Subscribed and sworn to before me this **Twelfth day of April, 2004.**

Notary Public

My Commission Expires: 3/3/07

SHEILA McCORD
NOTARY PUBLIC AT LARGE
SUMNER COUNTY, TENN.
MY COMM. EXP. 03/3/2007