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

Davidson County DEEDWARR
Recvd: 05/06/04 13:08 3pgs
Fees:18.00 Taxes:514.78
20040506-0051925

File No.: **2105-403122**

WARRANTY DEED

THIS INDENTURE, made and entered into this **Thirtieth day of April, 2004**, by and between **Classic Homes BOS, L.P. General Partnership**, parties of the first part, and **Sherry Endicott, a married 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 60, A Planned Unit Development Phase One - Section Two Hermitage Springs Estates, as shown on plat of record in Instrument 200310310160338, 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:
County Taxes for 2004 and Covenants, Conditions, Restrictions and Easements of record.

Parcel ID # **P/O 63-242**
X Improved OR
Unimproved property located at: **5201 Southfork Blvd., Old Hickory, Tennessee 37138**

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., a General Partnership

By: BOS Tennessee Operations, Inc.a General Partnership

By: Mikel Hunsucker, President

STATE OF **TN**

COUNTY OF **Williamson**

Before me, the undersigned Notary Public in and for said County and State, duly commissioned and qualified, personally appeared **Classic Homes BOS, L.P. General Partnership** with whom I am acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President BOS Tennessee Operations, Inc., as General Partner of Classic Homes BOS, L.P., the within named bargainor, a limited partnership, and that he executed the foregoing instrument by signing as President for BOS Tennessee Operations, Inc., a General Partnership and their free Act and Deed.

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

Notary Public

SHEILA McCORD NOTARY PUBLIC AT LARGE SUMNER COUNTY, TENN.

My Commission Expires: 3/3/07

MY COMM. EXP. 03/3/2007

Owner's Name: **Sherry Endicott**

and Address: **5201 Southfork Blvd.**
Old Hickory, TN 37138

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

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 $**139,129.00** which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

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

Notary Public

My Commission Expires: 3/3/07

SHEILA McCOY
NOTARY PUBLIC AT LARGE
SUMNER COUNTY, TENN.
MY COMM. EXP.
03/03/07