Davidson County DEEDWARR
Recvd: 07/02/04 09:10 4pgs
Fees:23.00 Taxes:1790.32
20040702-0078857

PICK-UP FILE BOX 57

GENERAL WARRANTY DEED

Address New Owner:	Send Tax Bills To:	Map and Parcel No.:
Bimini Bay, LLC 9222 Old Highway 13 Hurricane Mills, Ten 37078	Same	Map: 34-6 Parcels: 45 & 58

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, **James Laemmle and Timothy M. Janson**, (the "Grantors"), has bargained and sold, and by these presents does transfer and convey unto Bimini Bay, LLC, a Tennessee limited liability company (the "Grantee"), its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

> Being Lot 1 on the Resubdivision of Lot No. 1 of Laemmle-Janson Subdivision of record as Instrument No. 20030602-0074362, Register's Office for Davidson County, Tennessee.
>
> Together with a Non-Exclusive Access Easement for Ingress and Egress as set forth in the instrument of record as Instrument No. 20010109-0002986, Register's Office for Davidson County, Tennessee.

Being a portion of the same property conveyed to the Grantors by deed of record in Book 9965, page 865, and as Instrument Nos. 20010109-0002985, 20030522-0070253 and 20030522-0070254, Register's Office for Davidson County, Tennessee

This conveyance is subject to the matters set forth in Exhibit A attached hereto.

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 the Grantors do covenant with the said Grantee that they are lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except as set forth above.

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

IN WITNESS WHEREOF, the undersigned Grantor has executed this General Warranty Deed as of June 29, 2004.

James Laemmle

STATE OF Kentucky)
COUNTY OF Jefferson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **James Laemmle**, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, on this 29 day of June, 2004.

NOTARY PUBLIC

My Commission Expires: Notary Public, State at Large, KY
My commission expires Dec. 6, 2004

Timothy M. Janson

STATE OF LOUISIANA)
COUNTY OF ORLEANS)
PARISH

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared **Timothy M. Janson**, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office, on this the 30 day of JUNE 2004, 2004.

NOTARY PUBLIC

My Commission Expires: AT MY DEATH

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $483,870.00.

Affiant

Subscribed and sworn to before me this 1st day of July, 2004.

Notary Public

My commission expires: 7/29/06

PAMELA SMITH NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

This instrument prepared by
Thomas C. Scott
TUNE, ENTREKIN & WHITE
21st Floor, AmSouth Center
Nashville, Tennessee 37238

EXHIBIT A

1. General or special taxes and assessments required to be paid in the year 2004 and subsequent years.

   Davidson County taxes for 2004, Map-Parcel No. 34-6-58, a lien, but not yet due and payable, which have prorated at closing and payment is assumed by the Grantee.

   If improvements are completed after January 1 of any year the law requires supplemental assessments for the year in which improvements are completed, as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of Tennessee Code Annotated sections 67-5-603, et seq.

2. Matters shown on the Plan of record as Instrument No. 20030602-0074362, said Register's Office.

3. Easement for Nashville Electric Service of record in Book 10559, page 661, said Register's Office.

4. Restrictive Covenants contained in instrument of record in Book 7480, page 965, as amended in Book 7537, page 359, said Register's Office.

5. Agreed Variance on Restrictive Covenants of record in Book 10237, page 158, said Register's Office.

6. Easement for cut and fill slopes, as set out in right of way deed of record in Book 4467, page 281, said Register's Office.