NAME AND ADDRESS OF NEW OWNERS:
B & J Enterprises
12805 Kingston Pike
Knoxville, TN 37922

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

SEND TAX BILLS TO:
Same

Davidson County DEEDWARR
Recvd: 07/30/04 09:43 2pgs
Fees:13.00 Taxes:3851.40
20040730-0091300

SPECIAL WARRANTY DEED

(PART OF 147-12-31)

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 Northcrest Development, LLC, a Tennessee limited liability company,** has bargained and sold and does hereby transfer and convey unto **B & J Enterprises, a Tennessee general partnership,** its successors and assigns, forever, that certain property located and situated in Davidson County, Tennessee, and more particularly described as follows, to-wit:

> Land in Davidson County, Tennessee, being all of Unit Nos. 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 223, 225, 227, 229, 231, 233, 235, 237, 239, 241, 243, 245, 247, 249 and 251, Northcrest, Phases One & Two, a Horizontal Property Regime with Private Elements as described in Exhibit "A" to the Declaration of Covenants, Conditions and Restrictions for Northcrest Commons Homeowners' Association, Inc., of record in Instrument No. 20040615-0070835, of the Register's Office of Davidson County, Tennessee, to which reference is hereby made for more complete details of said units.
>
> Being part of the same property conveyed to Vastland Northcrest Development, LLC, a Tennessee limited liability company by Warranty Deed dated August 11, 2003 of record in Instrument No. 20030811-0114237, 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 the Grantor, for itself and its successors and assigns, does hereby covenant with the said grantee, its successors and assigns, that it has not made, done, executed or suffered any act or thing whereby the above described property or any part thereof now are or at any time hereafter shall or may be imperiled, charged or encumbered in any manner whatsoever; and the title to the above granted property against all persons lawfully claiming the same from, through or under the Grantor will forever warrant and defend.

WITNESS ITS HANDS AND SIGNATURE on this the 27th day of July, 2004.

Vastland Northcrest Development, LLC

BY: _____
Mack H. McClung
Chief Manager

STATE OF TN)
:ss
COUNTY OF Williamson

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 Northcrest 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, this 27th day of July, 2004.

_____
Notary Public

My Commission Expires: BARBARA T. HODGE NOTARY PUBLIC AT LARGE WILLIAMSON CO. TENN. MY COMM. EXP 10/22/05

STATE OF TN)
:ss
COUNTY OF Williamson

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $1,040,920.00 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 27th day of July, 2004.

_____
NOTARY PUBLIC

My Commission Expires: BARBARA T. HODGE NOTARY PUBLIC AT LARGE WILLIAMSON CO. TENN. MY COMM. EXP 10/22/05