This instrument prepared by:
G. Miller Hogan II, Esq.
Lassiter, Tidwell & Hildebrand, PLLC
1850 One Nashville Place
150 Fourth Avenue North
Nashville, Tennessee 37219

Davidson County DEEDWARR
Recvd: 08/13/04 14:08 2pgs
Fees:13.00 Taxes:413.66
20040813-0098315

WARRANTY DEED

Address New Owner(s):	Send Tax Bills To:	Map/Parcel Nos.
Beazer Homes Corporation 2912 Kraft Drive Nashville, TN 37204	Same	172-14-0-A 152.00 CO 172-14-0-A 108.00 CO

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, **Wexford Downs, LLC, a Tennessee limited liability company** (hereinafter referred to as the "Grantor"), does hereby transfer and convey unto **Beazer Homes Corporation d/b/a Phillips Builders** (hereinafter referred to as the "Grantee") and to the said Grantee's successors and assigns certain real estate in the County of Davidson, State of Tennessee, and particularly described as follows:

> Land lying in the Sixth Civil District of Davidson County, Tennessee being Lot Nos. 37 and 81 on the Final Plat of Section Three of Wexford Downs of record as Instrument No. 200008100079246 in the Register's Office for Davidson County, Tennessee.
>
> Being a part of the same property conveyed to Wexford Downs, LLC by deed from Anne W. Pierce, et al. as recorded in Book 10096, page 693, Register's Office for Davidson County.

TO HAVE AND TO HOLD said real property with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns forever. Grantor covenants that it is lawfully seized and possessed of the real estate in fee simple, have good right to convey it, and that the same is unencumbered, except for the following: (1) taxes for the current and subsequent years; (2) all matters shown on the Plat of Wexford Downs; (3) Declaration of Restrictive Covenants for Wexford Downs of record in Book 10292, page 51, and as Amended by instrument of record as Instrument No. 200008100079498, said Register's Office; (4) all visible easements and encroachments; (5) zoning ordinances of Metropolitan Nashville and Davidson County; (6) building setbacks and easements for public utilities and surface water drainage as shown on the Plat; and (7) all other restrictions and covenants of record. Grantor

further covenants and binds itself, its heirs, successors and representatives to forever defend the title to said real estate to the said Grantee and to the said Grantee's heirs and assigns against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantor has set its hands, this 10th day of August, 2004.

WEXFORD DOWNS, LLC

By: _____
C. Wayne Meadows
ITS: Chief Manager

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of said County and State, **C. Wayne Meadows**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged upon oath or affirmation that he is **Chief Manager** of **WEXFORD DOWNS, LLC**, the maker, and is authorized by maker to execute this document on its behalf.

WITNESS my hand, at Office in Brentwood, Tennessee on this the 10th day of August, 2004.

G. MILLER HOGAN II NOTARY PUBLIC AT LARGE WILLIAMSON CO., TENN.

_____ II
Notary Public
My Commission Expires: JAN. 4, 2006

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value for this property (whichever is greater) is One Hundred Eleven Thousand Eight Hundred and No/100 Dollars ($111,800.00) and no other monetary consideration.

_____
AFFIANT

Sworn to and subscribed before me
this 10th day of August, 2004.

_____ II
NOTARY PUBLIC
My commission expires: JAN. 4, 2006

G. MILLER HOGAN II NOTARY PUBLIC AT LARGE WILLIAMSON CO., TENN.