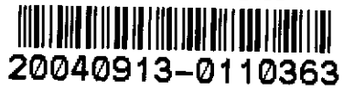
THIS INSTRUMENT PREPARED BY:
Bluegrass Title Company
625 East Main Street
Hendersonville, TN 37075

Davidson County DEEDWARR
Recvd: 09/13/04 15:08 2pgs
Fees:13.00 Taxes:552.68



20040913-0110363

WARRANTY DEED

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP-PAR. NO.
Fred H. Marshall 5302 Southfork Blvd. Old Hickory, Tennessee 37138	SAME	63-16-c-086.00

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS, cash in hand, paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, Classic Homes BOS, L.P., a Tennessee limited partnership, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto Fred Marshall, an unmarried man, hereinafter called the Grantee, his heirs and assigns, that certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, being Lot No. 86 on the Plat of Phase One, Section Two, Hermitage Springs Estates, a Planned Unit Development of record as Exhibit "A: to the Instrument of record ad Instrument No. 20031031-0160338 in the Register's Office for Davidson County, Tennessee, to which plat reference is made for a more complete and accurate legal description.

Being a part of the same property conveyed to Classic Homes BOS, LP from JO-MAC Properties, LLC by Special Warranty Deed dated June 1, 2004 and recorded June 2, 2004 in Instrument No. 20040602-0064738 said Register's Office for Davidson County, Tennessee.

Also being part of the same property conveyed to JO-MAC Properties by Warranty Deed from Danner-Eller Golf Properties, Inc. of recorded as Instrument No. 19991230-0308890 and by Quit Claim Deed from William E. Jones and wife, Phyllis Jones of record as Instrument No. 20000310-0025238 and dated the 3rd day of March, 2000, Register's Office for Davidson County, Tennessee.

This is improved property known as: 5302 Southfork Blvd., Old Hickory, Tennessee 37138.

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, his heirs and assigns forever; and we do covenant with the said GRANTEE that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our assigns and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, his heirs and assigns, against the lawful claims of all persons whomsoever. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS our hands this 7th day of September, 2004.

Seller:
Title:

State of Tennessee
County of Davidson

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Michael F Hunnicutt with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself/herself to be the President of Classic Homes BOS, LP a state corporation, the within named bargainor, and that he/she as such President of Classic Homes BOS LP, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such President of Classic Homes BOS LP.

Witness my hand and official seal at office this 7, day of September 2004

My commission expires: 7/6/05

NOTARY PUBLIC

LELAND L. COLEMAN JR NOTARY PUBLIC AT LARGE WILLIAMSON CO., TENN.

STATE OF TENNESSEE
COUNTY OF SUMNER

The actual consideration or value, whichever is greater, for this transfer is $149,374.00.

Affiant

Subscribed and sworn to before me this 7th day of September, 2004.

My Commission Expires: 7/6/05

NOTARY PUBLIC

LELAND L. COLEMAN JR NOTARY PUBLIC AT LARGE WILLIAMSON CO., TENN.