STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 138,845.40.

Sara Marquardt
Affiant

Subscribed and sworn to before me, this the 29th day of September, 2004.

Notary Public
My commission expires:

NOTARY PUBLIC
AT LARGE
Joe Vaulx Crockett, III
My Commission Expires
January 29, 2005
STATE OF TENNESSEE

Davidson County DEEDWARR
Recvd: 10/01/04 08:16 3pgs
Fees:18.00 Taxes:513.73
20041001-0118234

This instrument prepared by
JOE VAULX CROCKETT, III, ESQ.
Suite 1050 American Center
3100 West End Avenue
Nashville, Tennessee 37203

Address New Owner:	**Send Tax Bills To:**	**Map/Parcel No.**
Sara A. Marquardt, Trustee 306 Timber Way Circle Nashville, TN 37214	Same	52 / 10

GENERAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BEAZER HOMES CORP. dba PHILLIPS BUILDERS ("GRANTOR") has bargained and sold, and by these presents does transfer and convey unto SARA A. MARQUARDT, TRUSTEE ("GRANTEE"), her successors, heirs, and assigns, certain real estate in Nashville, Davidson County, Tennessee, being described more particularly in Exhibit A, attached hereto and incorporated herein by reference, together with all right, title, and interest of GRANTOR in and to any easements, alleyways, streets, and rights-of-way adjoining or abutting said real estate and any covenants and other rights appurtenant thereto (the "Property").

This is improved property located at 4449 Frost Street, Nashville, Tennessee 37214.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the exceptions, limitations, restrictions, encumbrances, and other matters set forth on Exhibit A, attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, together with all appurtenances, estate, title, and interest thereto belonging to GRANTEE, her successors, heirs, and assigns, forever. GRANTOR covenants with the said GRANTEE that it is lawfully seized and possessed of said real estate in fee

simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and GRANTOR further covenants and binds itself, its successors, representatives, and assigns to warrant and forever defend the title to the Property to GRANTEE, her successors, heirs, and assigns, against the lawful claims of all persons whomsoever.

WITNESS its hand this 29th day of September, 2004.

BEAZER HOMES CORP. dba PHILLIPS BUILDERS

By: Ruth Lyon, agent

Title: _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Sharon H. Gibbs, a Notary Public in and for the said County and State, personally appeared Ruth Lyon, with whom I am personally acquainted (or proved to be on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be Agent of BEAZER HOMES CORP. d/b/a PHILLIPS BUILDERS, the within-named bargainor, a corporation, and that he/she as such Agent, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Agent.

WITNESS my hand and seal in Nashville, Tennessee, this the 29th day of September, 2004.

Sharon H Gibbs
Notary Public
My Commission Expires: September 22, 2007

SHARON H. GIBBS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
AT LARGE
Sharon H. Gibbs
My Commission Expires
September 22, 2007
STATE OF TENNESSEE

wpdocs\marquardt\replproperty\warrdeed.gen 091704

PROPERTY DESCRIPTION:

Land in Davidson County, Tennessee, being Lot No. 17, on the Plan of Abbington Park, Phase One - Section 3, as shown on plat of record as Instrument No. 20040728-0090230, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being the same property conveyed to Beazer Homes Corp. d/b/a Phillips Builders, by Deed of Record in Instrument No. 20011005-0108947, Register's Office for Davidson County, Tennessee.

EXCEPTIONS:

The property is conveyed subject to the following exceptions:

1. Taxes for the current year which have been prorated.
2. Subject to "Roll-back" taxes for the statutory period if the land is converted to a use other than those stipulated in the provisions of TCA § 67-5-1001 through 67-5-1010. Any Roll-back taxes shall be paid by GRANTOR.
3. All matters shown on Plat recorded in Instrument No. 20040728-0090230.
4. Deeds of Conveyance to Metropolitan Government of Nashville and Davidson County, Tennessee, Department of Water and Sewerage, for water and/or sewer distribution system of record in Book 8377, page 820.
5. Easement(s) to United States of America, as set forth in instrument recorded in Book 2242, page 513.
6. Easement(s) to United States of America, as set forth in instrument recorded in Book 1163, page 341.
7. Storm Water Detention Agreement of record in Instrument No. 20030109-0004246.
8. Easement for 20' Right of Way for Ingress/Egress as of record in Book 1198, page 525.
9. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title set forth in restrictions recorded in Instrument No. 20030213-0020075, along with Supplementary Declarations to Restrictive Covenants, as of record in Instrument No. 20040401-0036605 and Instrument No. 20040401-0036606, and in any allied instrument(s) referred to in said restrictions.
10. By-Laws of Abbington Park Homeowner's Association, Inc. of record in Instrument No. 20030303-0027406.
11. Charter of Abbington Park Homeowner's Association, Inc. of record in Instrument No. 20030303-0027405.
12. Quitclaim Deed for Common Areas to Abbington Park Homeowner's Association of record in Instrument No. 20040407-0039568 and Instrument No. 20040415-0042646.

EXHIBIT A