Davidson County DEEDWARR
Recvd: 04/06/05 16:04 2 pgs
Fees:13.00 Taxes:1295.00
20050406-0038120

This Instrument Prepared By:
BROKERS ESCROW SERVICES, INC.
211 Donelson Pike, Suite 2, P. O. BOX 140255
Nashville, Tennessee 37214

Recording Information:

SEND TAX BILL TO NEW OWNER:
Fischer & Ford Group L.L.C.
1321 Murfreesboro Rd., Suite 520
Airport Executive Plaza
Nashville, TN 37217

MAP	150
GROUP	
PARCEL	131

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named "GRANTEE", and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Kent Burgess and wife, Billie Beth Burgess** hereinafter called the "GRANTORS", have bargained and sold, and by these presents, do transfer and convey unto **Fischer & Ford Group L.L.C.** A Tennessee Limited Liability Company, hereinafter called the "GRANTEE", its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

> Land located in the Second Civil District of Davidson County, Tennessee, and bounded and described as follows; On the north by the Hamilton Road, on the West by the Abe Lewis Place, on the East by the Albert Cunningham Place, and on the south by the W.H. Painter Land, and being the same property known as the Lida White Tract; containing according to the Davidson County Tax map, 21.06 acres, more or less.
>
> Being the same property conveyed to Kent Burgess and wife, Billie Beth Burgess by deed dated March 28, 1985 from Lois J. Epperson, John C. White, Dorothy M. Trice, Monte White and Margaret Jackson, being all the heirs-at-law of Alice V. White, deceased, of record in Book 6524, page 54, Register's Office for Davidson County, Tennessee.

Taxes for the current year have been settled between the parties. Said property is transferred subject to the following matters:

1. Taxes resulting from supplemental, revised or corrected assessments under T.C.A., section 67-5-603, et. seq.
2. Subject to all applicable zoning and planning restrictions, and all health department rules and regulations that may affect the premises.
3. Subject to an easement for right-of-way, set forth in an instrument of record in Book 2544, page 388, said Register's Office.
4. Subject to all covenants, subdivision restrictions, easement and other matter of record in said Register's Office.
5. Subject to all of those facts, conditions and limitations shown of record in Register's Office for Davidson County, Tennessee.

This is unimproved property known as 6033 Mt. View Rd., Nashville, Tennessee.

GRANTOR makes no representation or warranty, express or implied, as to the exact amount of acreage or square footage in the property, or as to the ownership of the minerals located on, under or within the property. Grantor makes no representations or warranties, express or implied, with respect to the condition of the property conveyed hereby, including improvements located thereon, including, without limitation, the habitability, condition or fitness thereof for any particular use or purpose. Grantee agrees that the property conveyed hereby, including improvements located thereon, is conveyed by Grantor and accepted by Grantee in an "as is, where is" and "with all faults" condition.

THIS conveyance is made expressly subject to all covenants, conditions, restrictions, and reservations contained in former deeds and other instruments of record applicable to said property, insofar as same are presently binding thereon, and to any easements apparent from an inspection of said property.

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,

GRANTORS do covenant with the said "GRANTEE" that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and warrants that the same is unencumbered, unless otherwise herein set out; and,

"GRANTORS", do further covenant and bind themselves, their heirs and assigns, to warrant and forever defend the title to the said land to the said "GRANTEE", and its successors and assigns, against the lawful claims of all persons whomsoever. Wherever 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 the 5th day of April, 2005.

Kent Burgess

Billie Beth Burgess

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, Kent Burgess and wife, Billie Beth Burgess, the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within Warranty Deed for the purposes therein contained.

WITNESS my hand and official seal at office this 5th day of April, 2005.

NOTARY PUBLIC

REBECCA R. WAYNICK NOTARY PUBLIC AT LARGE WILSON COUNTY, TENN My Commission Expires 09/08/2007

My Commission Expires:

STATE OF TENNESSEE)
COUNTY OF Davidson)

The actual value or consideration, whichever is greater, for this transfer is $350,000.00.

AFFIANT

Subscribed and sworn to before me on this 5th day of April, 2005.

NOTARY PUBLIC

My Commission Expires:

REBECCA R. WAYNICK NOTARY PUBLIC AT LARGE WILSON COUNTY, TENN My Commission Expires 09/08/2007