**This Instrument is being re-recorded to correct derivation clause. **

Address of New Owners:
Southern Home Builders, LLC
377 Waldron Road
LaVergne, TN 3708

Davidson County DEEDWARR
Recvd: 04/28/05 12:26 2 pg
Fees:12.00 Taxes:0.00

20050428-0047406

THIS INSTRUMENT PREPARED BY:
ATWOOD & MOORE, Attorneys at Law
2650C Memorial Blvd.
Murfreesboro, Tennessee 37129

Send Tax Notices To:
Same

FROM INFORMATION FURNISHED BY THE PARTIES
Split from
149-00-0-228.00

RE-RECORD

Davidson County DEEDWARR
Recvd: 04/22/05 11:08 2 pg
Fees:13.00 Taxes:292.30

[redacted]
20050422-0045021

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid, the receipt of which is hereby acknowledged, the undersigned, BDH, LLC, has bargained and sold and does hereby transfer and convey unto Southern Home Builders, LLC, its successors and assigns, forever, those certain parcels of real estate situated in a certain Civil District of Davidson County, Tennessee, and being more particularly described as follows, to-wit:

BEING all of Lot Nos. 21 and 85, BERKELEY HALL – PHASE FIVE – SECTION ONE OF HICKORY HIGHLANDS PUD, according to survey and plat of same appearing of record in Instrument Number 200501250008851, of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details as to location and description of said lot. ** as corrected by surveyor's certificate of correction of record in Instrument No. 20050223-0019584

BEING a part of the same property conveyed to BDH, Inc. *** by quitclaim deed of record in Instrument Number 200409020106176, of the Register's Office of Davidson County, Tennessee. ***LLC

THIS conveyance is subject to the restrictive covenants of record in Book 8301, page 745 and Book 10421, page 239; to the easements as listed of record in Book 1784, page 300, Book 1207, page 530, Book 8883, page 678, Book 7031, page 51, Book 7453, page 445, Book 7453, page 460, Book 7775, page 361, Book 7465, page 739, Book 7466, page 746, Book 7666, page 151, Book 7666, page 158, Book 7465, page 756, Book 6254, page 487, Book 7632, page 962, Book 7661, page 222, Book 10319, page 987, Book 2203, page 575, Book 2875, page 299 and assigned by Book 4457, page 377, Book 2105, page 428, Book 2740, page 188, Book 6196, page 135, Book 1784, page 300; to the deed of conveyance to Metro by Book 7597, page 679; to the master plan in Book 6900, page 562, plat in Book 6250, page 13 and amended in Book 6254, page 487; to the stormwater detention agreement of record in Instrument Number 200403030023979, and, to any and all other matters as shown on plat of record in Instrument Number 200501250008851, of the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, together with all of the appurtenances, estate and title thereunto belonging unto the said grantee, its successors and assigns, forever.

The grantor covenants with the said grantee that it is lawfully seized and possessed of said real estate; that it has a good and lawful right to convey the same and that it is unencumbered except as hereinabove set forth, and except by lien of the 2005 property taxes, which taxes shall be prorated between the parties.

The grantor further covenants and bind itself, its successors and assigns, forever to warrant and defend the title to said real estate unto the said grantee, its successors and assigns, against the lawful claims of all persons, whomsoever.

WITNESS OUR HANDS, on this the 15th day of April, 2005.

BDH, LLC

Brian Burns, Member

Kendall Howell, Member

STATE OF TENNESSEE)
:ss
COUNTY OF RUTHERFORD)

Personally appeared before me, Brian Burns and Kendall Howell, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained, and who further acknowledged that they are the Members of the maker, BDH, LLC, or a constituent of the maker, and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this document on behalf of the maker

WITNESS MY HAND, at office, on this the 15th day of April, 2005.

NOTARY PUBLIC

JOAN M. FOOTE NOTARY PUBLIC AT LARGE RUTHERFORD CO. TN

My Commission Expires: 2/18/2008

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $ 79,000.00 , 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 the 15th day of April, 2005.

NOTARY PUBLIC

JOAN M. FOOTE NOTARY PUBLIC AT LARGE RUTHERFORD CO. TN

My Commission Expires: 2/18/2008