20941

Box 36

THIS INSTRUMENT PREPARED BY: ***Douglas A. Brace, Reg. #3485*** ***ORTALE, KELLEY, HERBERT & CRAWFORD*** *200 Fourth Avenue North, Third Floor* *P.O. Box 198985* *Nashville, TN 37219-8985* *(615) 256-9999*	*STATE OF TENNESSEE]* *COUNTY OFDAVIDSON]* *The actual consideration or value, whichever is greater, for this transfer is $235,500.00.* Donald M. Breeding *Affiant* *Notary Public* *My commission expires:*

DOUGLAS A. BRACE NOTARY PUBLIC AT LARGE DAVIDSON COUNTY TENN

NOTARY PUBLIC
AT LARGE
Douglas A. Brace
My Commission Expires
September 24, 2005
STATE OF TENNESSEE

Name and Address of New Owner:

Donald Breeding
3605 Sycamore Lane
Nashville, TN 37215

Davidson County DEEDWARR
Recvd: 08/17/05 14:58 3 pg:
Fees:18.00 Taxes:871.35
20050817-0097841

Send Tax Bills To:

New Owner

Street Address of Subject Property:	**Map and Parcel:**
5001 Southfork Boulevard	63-16-C 001 CO (Lot 1)
5003 Southfork Boulevard	63-16-C 002 CO (Lot 2)
5005 Southfork Boulevard	63-16-C 003 CO (Lot 3)
5007 Southfork Boulevard	63-16-C 004 CO (Lot 4)
5006 Southfork Boulevard	63-16-C 020 CO (Lot 20)
5004 Southfork Boulevard	63-16-C 021 CO (Lot 21)
5002 Southfork Boulevard	63-16-C 022 CO (Lot 22)
5000 Southfork Boulevard	63-16-C 023 CO (Lot 23)
Old Hickory, TN 37138	

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **JO-MAC PROPERTIES, LLC,** a Tennessee Limited Liability Company, hereinafter called "**GRANTOR,**" has bargained and sold, and by these presents does transfer and convey unto **DONALD BREEDING,** a married man, hereinafter called "**GRANTEE,**" his heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

> Land in Davidson County, Tennessee, being Lots Nos. 1, 2, 3, 4, 20, 21, 22 and 23 as shown on the Plan of Hermitage Springs Townhomes, Section One, of record as Instrument No. 20010801-0081514 in the Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete and accurate description.
>
> Being part of the same property conveyed to Jo-Mac Properties, LLC, a Tennessee limited liability company, by Deed from Danner-Eller Golf Properties,

Inc., a Tennessee corporation, of record as Instrument No. 19991230-0308890 in the Register's Office for Davidson County, Tennessee and by Quitclaim Deed from William E. Jones and wife, Phyllis Jones, of record in Instrument No. 20000310-0025238 in said Register's Office.

The conveyance of the above described parcel of land is subject to the following:

1. Metropolitan Nashville/Davidson County taxes for the year 2005 which have been prorated between the parties and assumed by Grantee;

2. All matters shown on the Plans of record as Instrument No. 20010703-0070299 and as Instrument No. 20010801-0081514, Register's Office for Davidson County, Tennessee;

3. Declaration of Covenants, Conditions and Restrictions of record as Instrument No. 20001206-0120233, as amended by First Amendment of record as Instrument No. 20020130-0013464, and further amended by Second Amendment of record as Instrument No. 20031006-0147712, said Register's Office;

4. By-Laws of record as Instrument No. 20010712-0074536 said Register's Office;

5. Right to use water from spring referred to in Deeds of record in Book 5792, page 639; Book 5792, page 644; Book 5792, page 649; Book 5916, page 717; Book 6036, page 281; Book 5826, page 95; Book 5826, page 100; Book 5826, page 105; Book 5916, page 722; and Book 6036, page 274, said Register's Office;

6. Easement Deeds for a non-exclusive easement for road purposes and ingress and egress to Old Hickory Boulevard of record in Book 6267, pages 296 and 298, said Register's Office;

7. Right-of-way easements for water mains and water lines of record in Book 8007, pages 232, 237 and 240, said Register's Office;

8. Charter of Hermitage Springs Townhomes Association, Inc. of record as Instrument No. 20010716-0075385 and as amended by Articles of Amendment of record as Instrument No. 20020128-0011789, said Register's Office; and

9. Any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of ways for public utilities applicable to this property.

10. Subject to the rights of others in and to the common areas.

11. Subject to the lien for special assessments contained in the Declaration of Covenants, Conditions and Restrictions.

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 Grantor does covenant with the said Grantee that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the Grantee, his heirs 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 my hand this 17th day of August, 2005.

JO-MAC PROPERTIES, LLC

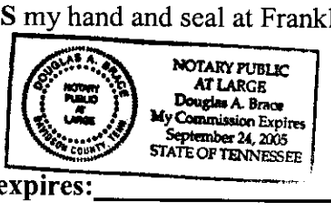
BY: _____

John N. Weckesser, Chief Manager

STATE OF TENNESSEE]
]
COUNTY OF WILLIAMSON]

Personally appeared before me, John N. Weckesser, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Chief Manager of JO-MAC PROPERTIES, LLC, a Tennessee limited liability company, the within named maker 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 instrument on behalf of the maker.

WITNESS my hand and seal at Franklin, Tennessee, the day and year first above written.



NOTARY PUBLIC

My commission expires:_____

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