This Instrument Prepared By:

Marshall L. Hix, Esquire
HIX & GRAY, PLC
1620 AmSouth Center
Nashville, Tennessee 37238-1620

Davidson County DEEDWARR
Recvd: 08/23/05 10:47 3 pgs
Fees:18.00 Taxes:925.00
20050823-0100242

Address New Owner	Send Tax Bills To:	Map & Parcel Nos.:
Smith Construction, Inc. PO Box 682101 Franklin, TN 37068	**SAME**	**Map 159-02/Parcel No. 78.00 CO and** **Map 159-03/Parcel No.40.00 CO**

GENERAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **HIGH RIDGE, LLC**, a Tennessee limited liability company (herein referred to as "Grantor") haS this day bargained and sold and, by these presents, does hereby transfer and convey unto **SMITH CONSTRUCTION, INC.** (herein referred to as "Grantee"), its successors and assigns, forever in fee simple, the following described tract or parcel of land located in Davidson County, Tennessee, to-wit:

TRACT I:

Being Lot No. 30 on the Final Plat of High Ridge Subdivision, Phase One, of record in Plat Book 11700, page 57, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete legal description.

TRACT II:

Being Lot No. 29 on the Final Plat of High Ridge Subdivision, Phase Two, of record as Instrument No. 20010129-0008513, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete legal description.

Being part of the same property conveyed to High Ridge, LLC by Deed from R. E. Arnold and wife, Sally K. Arnold, dated September 21, 1995 and of record in Book 9801, page 991, from Kevin C. Temple and wife, Kimberley K. Temple of record in Book 9801, page 995 and from Haywood P. Gwinner in Book 9964, page 817, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said tract or parcel of land together with all the improvements thereon and the appurtenances thereunto belonging unto the said Grantee, its successors and assigns, in fee simple, forever.

Grantor covenants with the Grantee that it is lawfully seized and possessed of said property, that it has a good and lawful right to sell and convey the same, and that the property is free from any lien or encumbrance whatsoever, except for applicable subdivision plans, zoning and building regulations, all visible easements, restrictions and limitations of record, and 2005 real estate taxes, which are prorated.

Grantor further covenants with the Grantee and binds itself, its successors and assigns, to warrant and forever defend the title thereto of said tract or parcel of land to the said Grantee, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

WITNESS as of the 19th day of August, 2005.

GRANTOR:

HIGH RIDGE, LLC

By: _____
William C. Moran
Its: Manager

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $250,000.00.

AFFIANT

Subscribed and sworn to before me, this 19th day of August, 2005.

NOTARY PUBLIC

My Commission Expires:

ROBERT L. SCRUGGS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN
My Commission Expires July 25, 2009

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)
)

Before me, a Notary Public of the State and County aforesaid, personally appeared William C. Moran, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence.) and who, upon oath, acknowledged himself to be Manager of High Ridge, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such Manager, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Manager.

WITNESS my hand, at office, this 19th day of August, 2005.

NOTARY PUBLIC

MARSHALL L. HIX
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires SEPT. 20, 2008