(2)

Record & Return to:
Jack Case Wilson
Title Associates
7100 Executive Ctr. Dr., Suite 150
Brentwood, TN 37027

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $156,325.00.

Affiant

Sworn to and subscribed before me, the undersigned, a Notary Public this 30th day of August, 2005.

CAROL R. RIVERS STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY TN

Notary Public

My Commission Expires: 11/10/08

WARRANTY DEED

THIS INSTRUMENT WAS PREPARED BY

Sidwell & Barrett, P.C.
121 First Avenue South
Suite 200
Franklin, TN 37064

Davidson County DEEDWARR
Recvd: 09/08/05 13:16 3 pgs
Fees:18.00 Taxes:578.40
20050908-0108178

ADDRESS NEW OWNER(S) AS FOLLOWS:
Mark T. Sullivan
2232 Nashboro Blvd.
Nashville, TN 37217

SEND TAX BILLS TO:
NBank, N.A.
55 Merchant Street, Suite 300
Cincinnati, OH 45246

MAP-PARCEL NUMBERS:

135-12-0-E-032.00CO

For and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid by the Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, Marquis Homes, LLC hereinafter referred to as Grantors, hereby transfers and conveys to Mark T. Sullivan, unmarried and Edward M. Zinkovich, unmarried, hereinafter referred to as Grantees, their heirs and assigns a certain tract or parcel of land in Davidson County, State of Tennessee described as follows, TO WIT:

Land in Davidson County, Tennessee , being Lot No. 317 as shown on the Plan of Nashboro Village, Tract 21, Phase I, of record in Book 4660, Page 159, as amended in Instrument No. 20031118-0168332, Register's Office for said County, to which reference is hereby made for a more complete description.

Being part of the same property conveyed to Marquis Homes, LLC by Warranty Deed from Vastland Nashboro Development, LLC, dated February 28, 2005, of record in Instrument No. 20050302-0023173, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

Subject to all matters as set forth per Plat Book 4660, Page 159, and Instrument No. 20031118-0168332, Register's Office of said County.

Taxes for the year 2005 and subsequent years, a lien, but not yet due and payable. All prior years are paid.

Restrictive Covenants of record in Deed Book 4827, Page 14, as amended in book 5469, Page 840, Book 77514, Page 907, book 11703, Page 540, Instrument Nos. 20000316-0027171, 20010322-0027768, 20031118-0168332, 20050222-0018813, and 20050222-0018814, Register's Office of said County. This policy insures that said covenants have not been violated to date and any future violation thereof will not result in a forfeiture or reversion of title.

By-Laws of record in Book 11703, page 560, said Register's Office.

Charter of Fairway Pointe Homeowners' Association of record in book 11703, Page 518, said Register's Office.

Boundary Plats of record in Book 4460, Page 149, Book 4660, Page 159, Instrument No. 20020710-0083054 and 20020820-0100664, said Register's Office.

Easements to Metro of record in Book 4815, Page 425, Book 4821, Page 109, Book 7225, Page 239, Book 11594, Page 299, Book 8870, Pages 8887 and 932, and Instrument No. 20020815-0098780, said Register's Office.

Memorandum of Lease of record in Book 10690, Page 327, said Register's Office.

Agreement for Recreation Facilities of record in Instrument No. 20020507-0056329, said Register's Office.

Cable easement of record in Instrument No. 20001012-0101575, said Register's Office.

Conveyance of common areas of record in Instrument No. 20001010-0100360, said Register's Office.

Easements as set forth in Book 10110, Page 854, said Register's Office.

County and/or City taxes for the year 2005, a lien not yet due and payable. Said taxes have been prorated between the parties as of the date of this instrument, with the GRANTORS paying their prorata share thereof to GRANTEES who will be responsible for payment of said taxes.

This is improved property known as 2232 Nashboro Blvd., Nashville, TN 37217.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said **GRANTEES**, their heirs and assigns forever, and I do covenant with the said **GRANTEES** that I am lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and I do further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to the said land to the said **GRANTEES**, their 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 30th day of August, 2005.

Marquis Homes, LLC

By:
Chief Manager

250801912

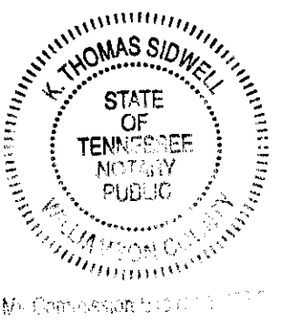
STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, James Sampler, with whom I am personally acquainted, and who acknowledged the execution of the within instrument for the purposes there contained, and who further acknowledged that he/she/they is/are the Managing Member of Marquis Homes, LLC (herein called the **"Maker"**), or a constituent of the **Maker** and is/are authorized by the **Maker** or by its constituent, the constituent being authorized by the **Maker**, to execute this instrument on behalf of the **Maker** on this 8/30/2005.

Witness my hand and official seal this 30th day of August, 2005.

Notary Public

My Commission Expires: 11/2/05



250801912