Return to:
TAM TITLE & ESCROW, LLC
8130 COUNTRY VILLAGE DR.
STE 101
CORDOVA, TN 38016-2029
901-680-0888

This instrument prepared by:
MURFREE, COPE, HUDSON & SCARLETT, Attorneys
16 Public Square, North
Murfreesboro, Tennessee 37130
From information furnished by the parties

NAME AND ADDRESS OF NEW OWNER:

LATTING ROAD PARTNERS, LLC
6465 Quail Hollow #103
Memphis, TN 38120

SEND TAX BILLS TO:

SAME

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

WARRANTY DEED
Split from 149-00-0-228.00

Davidson County DEEDWARR
Recvd: 11/03/05 10:52 2 pgs
Fees:13.00 Taxes:919.45
20051103-0133090

FOR AND IN THE CONSIDERATION of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, BDH, LLC, ("Grantor") has this day bargained and sold and does hereby transfer and convey unto LATTING ROAD PARTNERS, LLC, a Tennessee Limited Liability Company ("Grantee") it's heirs and assigns, forever, the following described real estate situated in Davidson County, Tennessee, to wit:

Being all of Lot Nos. 70, 71, 72, 73, 76, 83 & 84, BERKELEY HALL-PHASE FIVE-SECTION ONE OF HICKORY HIGHLANDS PUD, according to survey and plat of same appearing of record in Instrument Number 20050706-0077601, of the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for more complete details as to location and description of said lots.

Being part of the same property conveyed to BDH, LLC, by Quitclaim Deed filed for record in Instrument No. 20040902-0106176, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to Restrictive covenants of record in Book 8301, page 745 and Book 10421, page 239; Surveyor's Certificate of Correction in Instrument No. 20050923-0086047 and Instrument No. 20050223-0019584; ratification, dedication and adoption of plat in Instrument No. 20050923-0114416; Stormwater detention agreement in Instrument No. 20040303-0023979, Book 6254, page 487 and Book 7632, page 962; Grant of anchor easement in Book 10319, page 987; right of way deed in Book 1784, page 300, Book 2105, page 428, Book 2905, page 439 and Book 2740, page 188; easement to AT&T in Book 1207, page 530; sanitary sewer and storm drainage in Book 7031, page 51, Book 7453, page 445, Book 7453, page 460 and Book 7775, page 361; deed of conveyance in Book 7597, page 679; and Charter in Instrument No. 20040625-0075991; drainage easement in Book 7465, page 756; gas line easement in Book 2203, page 575, Book 2875, page 299 and assigned in Book 4457, page 377; Master plat of Hickory Highlands in Book 6900, page 562; joint access easement agreement in Book 7465, page 739, Book 7466, page 746 and modified in Book 7666, page 151; easement agreement in Book 7666, page 158; and all matters shown on the above referenced plat that are applicable to the above described property, and of record, and to all zoning and subdivision restrictions of the appropriate governmental body.

TO HAVE AND TO HOLD the said real estate, together with all of the appurtenances, estate and title thereunto belonging unto the said grantees, it's heirs and assigns, forever.

The undersigned 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 the same is unencumbered except for the 2005 property taxes which have been prorated between the parties.

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

Possession of said real estate is to be given by the grantor to the grantee upon delivery of this deed.

WITNESS MY HAND on this the 28th day of October, 2005

BDH, LLC

By: _____

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Before me, a Notary Public of the State and County aforesaid, personally appeared Brian Burns, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of the BDH, LLC, and that as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Chief Manager

WITNESS MY HAND and official seal in Murfreesboro, Tennessee, on this the 28th day of October, 2005.

LESLIE S. HARVEY NOTARY PUBLIC AT LARGE MAURY COUNTY, TN

_____
NOTARY PUBLIC

My commission expires:

_____

My Commission Expires November 21, 2006

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

I hereby swear or affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is $ 248,500.00 which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

LESLIE S. HARVEY NOTARY PUBLIC AT LARGE MAURY COUNTY, TN

_____
AFFIANT

Sworn to and subscribed before me,
This 28th day of October, 2005.

_____
NOTARY PUBLIC
My commission expires: _____

My Commission Expires November 21, 2006