This instrument prepared by:
TrustLand Title & Escrow, LLC
1720 West End Avenue Suite 400
Nashville, Tennessee 37203
(615) 522-0140

File No.: **06-1241**

Davidson County DEEDWARR
Recvd: 05/10/06 14:27 2 pgs
Fees:13.00 Taxes:663.04

20060510-0055047

WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Buyer, and other good and valuable considerations, the receipt of which is hereby acknowledged **Greystone Properties, LLC, a Tennessee Limited Liability Company, ("Seller"),** has bargained and sold, and by these presents does transfer and convey unto **Capitol Homes Inc, a Tennessee Corporation, ("Buyer"),** and Buyer's successors and assigns all of Seller's interest in a certain tracts of land located in **Davidson** County, **Tennessee,** to wit:

Land in Davidson County, Tennessee, being **Lot Nos. 233 and 235 on the Plan of Phase 3, Section 2, Barnes Cove** , of record in Instrument Number 20060228-0023165, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete and accurate description of said lot.

And land in Davidson County, Tennessee, being **Lot Nos. 332 and 335 on the Plan of Phase 3, Section 1, Barnes Cove,** of record in Instrument Number 20060113-0005373, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description of said lot.

Being part of the same property conveyed to Greystone Properties, LLC, by Deed from Paul E. Johnson, Jeffrey P. Johnson, Lori J. Kelley, as to a one-fourth undivided interest each, and Buford W. Carter and wife, Stacy J. Carter, as to a one fourth undivided interest, of record in Instrument Number 20010404-0033132, Register's Office for Davidson County, Tennessee. Also see Deed of record in Instrument Number 20010821-0090011, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to (1) all applicable zoning ordinances (2) utility, sewer, drainage and other easements of record, (3) all subdivision/condominium assessments, covenants, bylaws, restrictions, declarations and easements of record, (4) building restrictions, and (5) other matters of public record.

Parcel ID # **TBD/Part of 173-54 for 2005**
This is unimproved property located at: **Lot Nos. 233, 235, 332, & 335 Barnes Cove, Antioch, TN 37013**

TO HAVE AND TO HOLD the aforesaid Real Estate together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his/her heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that he/she is lawfully seized in fee simple of the aforedescribed real estate; that he/she has good right to sell and convey the same; that the same is unencumbered, EXCEPT as set forth herein, and that the title and quiet possession thereto he/she warrants and forever defends against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part of the day and year first above written.

Witness our hands on the **10th** day of **May, 2006.**

Greystone Properties, LLC

By: **Larry Hasty, Its Chief Manager**

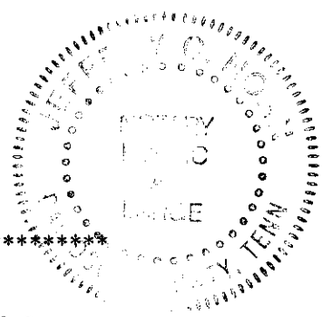
STATE OF **Tennessee** COUNTY OF **Davidson**

Before me, the undersigned a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared **Larry Hasty**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the **Chief Manager** of **Greystone Properties, LLC**, the within named bargainor, a limited liability company, and that he/she as such **Chief Manager**, as duly authorized executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by him/herself as **Chief Manager**.

Witness my hand and Notarial Seal this the **10th** day of **May, 2006**.

Notary Public

My Commission Expires:



My Commission Expires JAN. 26, 2008

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STATE OF **Tennessee**

COUNTY OF **Davidson**

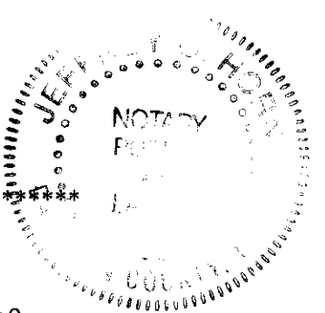
I, or we, hereby swear and affirm that, to the best of the affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is **$179,200.00** which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this the **10th** day of **May, 2006**.

Notary Public

My Commission Expires: ____



My Commission Expires JAN. 26, 2008

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Owner's Name: **Capitol Homes Inc**

and Address: 475 Metroplex Drive, Suite 320
Nashville, TN 37211

Mail tax bills to, (Person or Agency responsible for payment of taxes)
New Owner