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Davidson County DEEDWARR
Recvd: 01/08/07 15:31 2 pgs
Fees:13.00 Taxes:1110.00

20070108-0003430

THIS INSTRUMENT PREPARED BY: **Wesley D. Turner** **GULLETT, SANFORD, ROBINSON & MARTIN, PLLC** 315 Deaderick Street, Suite 1100 P. O. Box 198888 Nashville, Tennessee 37219-8888 (615) 244-4994	STATE OF TENNESSEE) COUNTY OF DAVIDSON) The actual consideration or value, whichever is greater, for this transfer is $300,000.00. Affiant Subscribed and sworn to before me, this 5th day of January, 2007. Notary Public My Commission Expires:

WESLEY D. TURNER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 22, 2010

Address New Owner As Follows:	Send Tax Bills To:	Map-Parcel Number:
Division Capital, LLC P. O. Box 158436 Nashville, TN 37215	New Owner	117-14-77

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 consideration, the receipt of which is hereby acknowledged, **WARFIELD PARTNERS,** a Tennessee general partnership, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto **DIVISION CAPITAL, LLC,** a Tennessee limited liability company, hereinafter called the Grantee, their successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 16 on the plan of Sugar Tree Subdivision, as of record in Book 1454, page 100, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Warfield Partners by deed from Tony P. Mize and wife, Sharla Mize, of record in Instrument No. 20050707-0078045, Register's Office for Davidson County, Tennessee.

A new legal description was not prepared for this transaction. The legal description is the same as the previous instrument of record.

This conveyance is made subject to:

1. 2007 taxes, a lien but not yet due and payable, which have been assumed by Grantee. By acceptance of delivery of this instrument, Grantee assumes and agrees to pay such taxes as and when such become payable and to indemnify and hold harmless Grantor from liability and loss therefrom.

2. All matters as shown on the Plan of record in Book 1424, page 100, Register's Office for Davidson County, Tennessee.

This is improved property known as 2227 Warfield Lane, Nashville, TN 37215.

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, its successors and assigns, forever; and it covenants 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 further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns, against the lawful claims of all person whomsoever.

WITNESS my hand this 5th day of January, 2007.

WARFIELD PARTNERS,
a Tennessee general partnership

By: _____
Frank Bryant, Partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **FRANK BRYANT**, 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 PARTNER, of the 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, at office, this 5th day of January, 2007.

_____
Notary Public

My Commission Expires: _____

WESLEY D. TURNER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 22, 2010