WARRANTY DEED

Davidson County DEEDWARR
Recvd: 06/05/08 15:45 3 pgs
Fees:18.00 Taxes:828.06

20080605-0058091

STATE OF TENNESSEE
COUNTY OF : DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE WHICHEVER IS GREATER FOR THIS TRANSFER IS $223,800.00.

Affiant

SWORN TO AND SUBSCRIBED BEFORE ME, THIS 28th DAY OF MAY, 2008.

Notary Public

MY COMMISSION EXPIRES: (AFFIX SEAL)

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

THIS INSTRUMENT WAS PREPARED BY
A. Harrison Johnson, Jr., Esquire
401 Church Street, Suite 2600
Nashville, Tennessee 37219

ADDRESS NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Donald W. Johnson, General Contractor, LLC 7990 Poplar Creek Rd. Nashville, TN 37221	NEW OWNER	Map 155, (new) parcels 8 and 37 (Part of and From old Map 155/ 219 and 224)

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEE, AND OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED,

NATCHEZ POINTE, LLC, A Tennessee Limited Liability Company (hereinafter called the "Grantor") has bargained and sold, and by these presents does transfer and convey unto DONALD W. JOHNSON, GENERAL CONTRACTOR, LLC, a Tennessee limited liability company (hereinafter called the Grantee) and to its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows, to-wit:

Land in Davidson County, Tennessee, being Lot(s) 8 and 37, as shown on the map entitled Natchez Pointe, of record as Instrument No. 20080402-0033047, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being a portion of the same property conveyed to NATCHEZ POINTE LLC, by deed from JOHN P. CHAFFIN and wife, JANE B. CHAFFIN, of record as Instrument No. 20051118-0139458, dated November 15, 2005, and by deed from A. W. CHAFFIN and wife, EDNA L. CHAFFIN, of record as Instrument No. 20051118-0139459, dated November 15, 2005, said Register's Office.

Subject, however, to:

1. **Davidson County taxes for 2008, which have been prorated at closing. If improvements are completed after January 1 of any year the law requires supplemental assessments for the year in which improvements are completed, as defined by Statute. The Seller assumes no liability for taxes assessed by correction pursuant to the provisions of Tennessee Code Annotated sections 67-5-603, et seq.**

2. **Matters, Notes, caveats, easements, drives, roads, and open spaces shown on the Plan of record as Instrument No. 20080402-0033047, said Register's Office.**

3. **Declaration of Covenants, Conditions, Liens, Easements and Restrictions, including, but not limited to, homeowner rules and regulations, rights, easements, assessments, special assessments, charges and liens, contained in an instrument of record as Instrument No. 20080128-0008610, said Register's Office.**

4. **Stormwater Detention Agreement of record as Instrument No. 20070226-0023092, said Register's Office.**

5. **Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record as Instrument No. 20070226-0023127, said Register's Office.**

6. **Rights of upper and lower riparian owners to the flow of the waters of the stream, free from diminution or pollution.**

This is ( )improved (X) unimproved property, known as 7017 Natchez Pointe Blvd (Lot 8) and 7012 Natchez Pointe Blvd. (Lot 37), Nashville, Tennessee 37221.

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, and to its successors and assigns forever; and the Grantor 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 the Grantor does further covenant and bind 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 persons whomsoever. Wherever used, the singular number shall include the plural, the singular, and the use of any gender shall be applicable to all genders.

WITNESS the Grantor's signature, this the 28 day of May, 2008.

NATCHEZ POINTE, LLC

By: _____

Kyan McClary, its President

Acknowledgment follows:
LLC President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Wesley D. Turner, **of the state and county aforementioned, personally appeared Ryan McClary, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged such person/himself to be the President of Natchez Pointe, LLC, a Tennessee limited liability company, the within named bargainor, a Tennessee limited liability company, and that he/such person, as such President, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the said Natchez Pointe, LLC, a Tennessee limited liability company, by such person/himself as President.**

Witness my hand and seal, at office in Nashville Tennessee, this 28 **day of May, 2008**

Wesley D. Turner

NOTARY PUBLIC
My Commission Expires:

(Affix Notary seal)

