STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

The actual consideration for this transfer is $1.00.

G. Rhea Bucy
Affiant

BOOK 5752 PAGE 740

Subscribed and sworn to before me, this the 2 day of June, 1981.

Mrs. June Sullivan
Notary Public

My commission expires: 4-21-85
(Affix Seal)

THIS INSTRUMENT WAS PREPARED BY

G. Rhea Bucy, Esq., 4th Fl., 226 Third Avenue, North, Nashville, TN 37201

Address new owner as follows:	Send tax bill to:	Map-Parcel Nos.
G. Rhea Bucy 6408 Bresslyn Road Nashville, TN 37205	same same	Map 117-5 Par. 170 (part of former Par. 83)

QUITCLAIM DEED

THIS INSTRUMENT made and entered into on this 2nd day of June, 1981, by and among Joel H. Moseley and wife, Susan H. Moseley (hereinafter referred to collectively as "Moseleys"), M. A. Borchert, unmarried (hereinafter referred to as "Borchert"), Donald Arkovitz, Trustee (hereinafter referred to as "Trustee"), and G. Rhea Bucy and wife, Carole S. Bucy (hereinafter referred to collectively as "Bucys"), Borchert, Trustee and Bucys being sometimes collectively referred to hereinafter as "Purchasers,"

WITNESSETH:

WHEREAS, by deed of record in Book 4886, page 311, Register's Office for Davidson County, Tennessee (hereinafter, "R.O.D.C."), Margaret Hays Cowan conveyed to Moseleys an improved tract of land in Davidson County, Tennessee, more particularly described therein, consisting of 3.68 acres, more or less, and commonly known as 2329 Golf Club Lane, Nashville, Tennessee, and referred to as Parcel No. 83 as shown on Map 117-5 in the Office of the Assessor of Property for the Metropolitan Government of Nashville and Davidson County, Tennessee (said improved tract of land being hereinafter referred to as "Parcel No. 83"); and

WHEREAS, on or about March 25, 1981, Moseleys caused said Parcel No. 83 to be subdivided into two (2) lots, such subdivision being known as

"Golf Club Lane Acres," the plan of which is of record in Book 5190, page 508, R.O.D.C.; and

WHEREAS, Lot No. 2 as shown on said plan of Golf Club Lane Acres, consists of 1.16 acres, more or less, and is unimproved except as follows: the sewer, gas and water lines which service the dwelling house located on Lot No. 1 as shown on said plan are located on and traverse said Lot No. 2, and there is located on said Lot No. 2 a utility pole which supports various electric and/or telephone lines which traverse said Lot No. 2 and service the dwelling house on said Lot No. 1 (said sewer, gas, water, electric and/or telephone lines and utility pole being hereinafter referred to collectively as the "Utility Lines"); and

WHEREAS, by warranty deed of record in Book 5743, page 649, R.O.D.C., Moseleys conveyed to Borchert said Lot No. 2 on the plan of Golf Club Lane Acres, and Moseleys did not retain in said deed or in the plan of Golf Club Lane Acres any easements or other rights to continue to use the Utility Lines which are located on or traverse said Lot No. 2 as described hereinabove, but Moseleys have continued to use said Utility Lines by permission granted by Borchert; and

WHEREAS, Borchert by warranty deed of record in Book 5750, page 787, R.O.D.C., conveyed said Lot No. 2 on the plan of Golf Club Lane Acres to Trustee, who likewise granted permission to Moseleys to continue to use the Utility Lines located on or traversing said Lot No. 2; and

WHEREAS, Trustee desires to convey said Lot No. 2 on the plan of Golf Club Lane Acres to Bucys, and they desire to purchase same free and clear of all liens and encumbrances whatsoever, and Bucys have stated that they do not intend to permit continued use of the Utility Lines located on or traversing said Lot No. 2, for the purpose of servicing Lot No. 1 on said plan or any improvements thereon, and that such use appears to constitute a cloud on the title to said Lot No. 2; and

WHEREAS, Moseleys, in order to enable Trustee to close the sale to Bucys as described hereinabove and to prevent any possible action against Moseleys upon the warranties contained in their deed to Borchert by reason of their continued use of the Utility Lines, desire to make it affirmatively appear of record that their continued use of the Utility Lines located on or traversing said Lot No. 2 has been solely by permission

of the owners thereof and not under any easement or other right or claim thereof, and to disclaim any such easement or other right or claim thereof;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, of the sum of One ($1.00) Dollar, cash in hand paid by Bucys to Moseleys, the receipt of which is hereby acknowledged, and of the mutual promises, covenants and agreements herein contained,

(1) Moseleys hereby release and quitclaim unto Purchasers, their respective heirs and assigns, any and all right, title and interest whatsoever which they, or either of them, or anyone claiming by, through or under them, or either of them, may have or claim in and to the following described parcel of land in Davidson County, Tennessee, including, without limiting the generality of the foregoing, the Utility Lines located on or traversing said land, and each and every easement or other right to use same:

> Being a tract of land consisting of 1.16 acres, more or less, lying in the 1st Civil District of Davidson County, Tennessee, said tract being Lot 2 on the plan of Golf Club Lane Acres as of record in Book 5190, page 508, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:
>
> Beginning at a concrete monument on the Southerly margin of Golf Club Lane said monument being the Northwest corner of Lot 2, thence with the Southerly margin of Golf Club Lane North 85 degrees 30 minutes East a distance of 120.15 feet to the Northeast corner of Lot 2; thence South 1 degree 35 minutes 20 seconds East a distance of 419.63 feet to a point; thence South 85 degrees 05 minutes, 10 seconds West a distance of 120.20 feet to a point; thence North 1 degree 35 minutes 20 seconds West a distance of 420.50 feet to the point of beginning.
>
> Being the same property conveyed to M. A. Borchert by deed from Joel H. Moseley and wife, Susan H. Moseley of record in Book 5743, page 649, Register's Office for Davidson County, Tennessee, and conveyed to Donald Arkovitz, Trustee, by deed from M. A. Borchert of record in Book 5750, page 787, Register's Office for Davidson County, Tennessee.

(2) Moseleys further acknowledge, for themselves and each of them and for any entity claiming by, through or under them, that whatever use they may hereafter make of the Utility Lines located on or traversing the above-described property shall be permissive, as opposed to adverse or prescriptive in character, and that on receipt of written notice of termination of permission, use of said Utility Lines will be immediately terminated, and that if such use is not terminated within sixty (60) days after the date of such written notice, any entity then having legal or equitable title to the above-described property may at the expense of

Moseleys and/or any entity claiming by, through or under them, take any and all actions necessary and sufficient to disconnect and/or remove all or any part of the Utility Lines located on or traversing the above-described Lot No. 2 and thereby discontinue and prevent the further use of the Utility Lines for service to Lot No. 1 as shown on the plan of Golf Club Lane Acres or any improvements thereon;

(3) Purchasers, individually and collectively, hereby release Moseleys, their heirs and assigns, from each and every claim, demand or cause of action which they, or any of them, may have upon the warranties contained in the deed of record in Book 5743, page 649, R.O.D.C., by reason of the continued use by Moseleys of the Utility Lines located on or traversing said Lot No. 2.

IN WITNESS WHEREOF the parties have caused this instrument to be executed at Nashville, Tennessee, the day and year first above written.

Joel H. Moseley

Joel H. Moseley

Susan H. Moseley

Susan H. Moseley

M. A. Borchert

M. A. Børchert, unmarried

Donald Arkovitz

Donald Arkovitz, Trustee

G. Rhea Bucy

G. Rhea Bucy

Carole S. Bucy

Carole S. Bucy

RUSH

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IDENTIF. REFERENCE

JUN 3 12 52 PM '81

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me, Mary Kelly Willson, a Notary Public in and for said county and state, the within named Joel H. Moseley and wife, Susan H. Moseley, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee on this 1st day of June, 1981.

Mary Kelly Willson
Notary Public

Commission expires 10-21-84

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me, Mary Kelly Willson, a Notary Public in and for said county and state, the within named M. A. Borchert, unmarried, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee on this 1st day of June, 1981.

Mary Kelly Willson
Notary Public

Commission expires 10-21-84

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me, Kay Nelson, a Notary Public in and for said county and state, the within named Donald Arkovitz, Trustee, the bargainor, with whom I am personally acquainted, and who acknowledged that he as such Trustee executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee on this 2 day of June, 1981.

Kay Nelson
Notary Public

Commission expires April 22 1984

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me, Mrs June Pullium, a Notary Public in and for said county and state, the within named G. Rhea Bucy and wife, Carole S. Bucy, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee on this 2 day of June, 1981.

Mrs. June Pullium
Notary Public

Commission expires 4-21-85