LIMITED WARRANTY DEED

File Box 41

FROM: David W. Talley, Trustee, Grantor

TO: John N. Belcher and wife, Mary H. Belcher, Grantees

This instrument was prepared by:
Robert N. Buchanan, III
Farris, Warfield & Kanaday
Seventeenth Floor
Third National Bank Building
Nashville, Tennessee 37219

Address New Owner(s) as Follows:
Mr. and Mrs. John N. Belcher
501 South Second Street
Nashville, Tennessee 37213

Send Tax Bills To:
Same

Map-Parcel Numbers
171-8-29

Field Book Numbers
6DU-78100

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Twenty-Seven Thousand and 00/100 Dollars ($27,000.00).

John N Belcher
Affiant

SUBSCRIBED AND SWORN TO before me, this the 15 day of April, 1985.

Robert N. Buchanan
Notary Public

My Commission Expires: April 17, 1988

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, David W. Talley, Trustee, with full power, authority and right to sell and convey without the joinder of any beneficiary, Grantor, has bargained and sold, and by these presents does transfer and convey unto the said John N. Belcher and wife, Mary H. Belcher, as Grantees, their heirs, successors, and assigns, a certain tract or parcel of land (the "Property") in Davidson County, State of Tennessee, described as follows, to-wit:

> Being Lot No. 15 on the Plat of Saddlewood Subdivision of record in Plat Book 5200, page 128, Register's Office for said County.
>
> Said Lot No. 15 fronts 257.08 feet on the northeasterly margin of Green Apple Lane and extends back 160.13 feet on the easterly line, and 187.12 feet on the westerly line to a line on the rear on which it measures 235.59 feet.
>
> Being the same property conveyed to David W. Talley, Trustee by deed from H & B Development Co., a partnership of record in Book 5921, page 889, Register's Office of Davidson County, Tennessee, and by deed of correction of record in Book 5924, page 702, said Register's Office.

This is unimproved property.

This conveyance is expressly made subject to the following:

(i) the lien for 1985 taxes which have been prorated and will be paid by Grantees.

(ii) Restrictive covenants contained in an instrument of record in Book 5390, page 306, said Register's Office.

(iii) The plan of record in Book 5200, page 238, said Register's Office, shows an owners certificate, a 65 foot minimum building setback line form Green Apple Lane and a 10 foot easement for public utility and drainage purposes along the easterly and rear lines of said lot and the notes as shown on said plan.

This conveyance is further expressly made subject to the following restriction:

No improvements may be constructed on the Property unless in strict conformity with plans and specifications approved by Grantor. Grantor shall have the right to remove or alter any part of the residence or other improvements upon the Property which are not built in accordance with such approved plans and specifications in order to bring the same into substantial conformity with such plans and specifications. All costs incurred by Grantor in connection with such removal or alteration shall be paid by Grantees promptly upon demand together with interest thereon at an annual rate equal at all times to two percentage points above the base rate of interest charged by Third National Bank in Nashville, as such base rate may change from time to time. Grantor shall have a lien upon the Property for all of such costs paid by Grantor which may be evidenced of record by Grantor's sworn affidavit as to the amount of such lien. Such lien shall be treated as a mechanic's and materialmen's lien under Tennessee law and shall be perfected in the same manner and have the same priority with respect to other liens or deeds of trust as any other mechanic's or materialmen's lien would be accorded under applicable law. This restriction shall terminate upon the issuance of a Certificate of Occupancy for the residence built on the Property.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs, successors, and assigns, forever.

And Grantor does covenant with the said Grantees that Grantor is lawfully seized and possessed of the Property in fee simple and has a good right to convey it.

And Grantor does further covenant and bind himself, and his successors in trust to warrant and forever defend the title to the Property to the said Grantees, their heirs, successors, and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not further or otherwise.

Grantor also reserves for himself, his successors in trust and assigns, an option to repurchase the Property for a repurchase price of $27,000 plus interest from the date hereof at the rate of 6% per annum upon the occurrence of either of the following:

(i) the failure of the Grantees, or Grantees' successors in title or interest, within twenty-four (24) months of the date of issuance of the building permit under which the construction has been conducted, to complete and obtain a certificate of occupancy for a residence upon the Property built in accordance with plans and specifications approved by Grantor; or

(ii) Grantees, or Grantees' heirs, election to transfer or convey the Property, or any interest therein, before commencing construction of a residence upon the Property.

In the event Grantees elect to sell the Property before commencing construction of a residence on the Property, they shall notify the Grantor of such election at the address appearing below his signature. Grantor's option to repurchase shall expire unless within thirty (30) days of Grantor's receipt of notice from the Grantees of their election to sell, Grantor gives notice to Grantees at the address appearing below of his election to repurchase the Property. All notices required herein shall be given in writing by certified mail, return receipt requested, postage prepaid.

By their acceptance and recording of this deed, the Grantees have acknowledged their agreement to be bound the restrictions and option to repurchase contained herein, the same having been agreed to as additional consideration to induce the Grantor to execute and deliver this deed.

The rights of the Grantor hereunder shall inure to the benefit of his successors in trust and assigns.

Witness our hands this 15TH day of April, 1985.

GRANTOR:

David W. Talley, Trustee

DAVID W. TALLEY, TRUSTEE

ADDRESS OF GRANTEE:

501 South Second St
Nashville, TN 37213

ADDRESS OF GRANTOR:

501 Green Apple Turn
Brentwood
TN. 37027

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Robert N. Buchanan, III, a Notary Public of said County and State, DAVID W. TALLEY, TRUSTEE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 17 day of April, 1985.

Robert N. Buchanan, III
Notary Public

My Commission Expires: April 17, 1988

1988 3:5

IDENTIF. REFERENCE

APR 16 10 31 AM '85

DAVIDSON COUNTY, TN

04/16 82.70- CHECK

3343

RNB/4-15-85

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6534 PAGE 156

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			27000.00- CAMT.	
			70.20 CSTAX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	82.70-
			8343A04/16/85 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

1983 5

IDENTIF. REFERENCE

APR 16 10 31 AM '85

REGISTER'S OFFICE
DAVIDSON COUNTY, TN

No. 125269