THIS INSTRUMENT PREPARED BY: PERCY WILKINS, JR. AND CHRISTY WILKINS IVEY, ATTORNEYS
2210 Crestmoor Road, Nashville, Tennessee 37215-0157

50438

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Aeby Construction Corporation	SAME	82-16
629 Woodland Street		108, 109, 423, 159,
Nashville, Tennessee 37210-1295		160 and 161

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WARRANTY DEED

For and in consideration of the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, HISTORIC EDGEFIELD, INC., a Tennessee Corporation, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto AEBY CONSTRUCTION CORPORATION, a Tennessee Corporation, its successors and assigns, hereinafter called Grantee, a fee simple determinable, in and to the following described property:

PARCEL A: Lots 1, 2 and 3 on the Plan of Barrow's Addition to Edgefield, of record in Book 4470, page 191, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to Historic Edgefield, Inc., by deed from Metropolitan Development and Housing Agency, of record in Book 5711, page 415, Register's Office for Davidson County, Tennessee.

PARCEL B: Lots 3, 4, 5 and 6 of J. L. Valentino's Subdivision, of record in Book 57, page 87, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to Historic Edgefield, Inc., by deed from Metropolitan Development and Housing Agency, of record in Book 5711, page 410, Register's Office for Davidson County, Tennessee.

This conveyance is subject to the reservation by Grantor of a possibility of reverter with the purpose and effect that on the date which is 18 calendar months from the date of this deed title to those lots upon which substantial construction of approved improvements has not occurred shall revert to the Grantor. For purposes of the reverter, "lot" shall initially mean the same as the designation of lots in the legal description of this deed; provided, however, that at such time as the Grantee creates and files for public record by plat with full approval of the appropriate governmental authorities any re-subdivision of the property or properties creating different lot configurations, the "lots" shall thereafter be as designated on such plat or plats. "Substantial construction of approved improvements", as to each lot, is defined as the completion of footings, foundation and all framing of one residential unit thereon according to plans which have received prior approval of Historic Edgefield, Inc. as required by other provisions of this deed. Upon the request of Grantee, and with satisfactory proof of satisfaction of the preceeding requirements, Grantor will execute releases of the reverter rights in recordable form on a lot by lot basis.

This conveyance is further subject to any unpaid taxes, any title limitations shown on the referenced plats, all zoning laws and other laws or regulations affecting the use of the premises, and restrictive covenants of record in Book 3368, page 23, Book 4565, page 677, Book 4565, page 669, Book 5711, page 410, and Book 5711, page 415, all in said Register's Office.

This conveyance is further subject to the express reservation and restriction that any improvements to be made on the described property shall be subject to prior approval by the Grantor, Historic Edgefield, Inc., its successors or assigns. Approval by any or all public agencies shall not obviate the requirement for approval by the Grantor, and Grantor may disapprove based upon its subjective view of the esthetics of the project in accordance with its concept of the suitability of such improvements to the historic quality of the Edgefield Community. By acceptance and recording of this deed, Grantee acknowledges Grantor's right to sue for enforcement of the stated restriction, to enjoin any violation of such restriction and for the costs of such enforcement, including reasonable attorney's fees as determined by the Court. As to each lot, the Grantor will, after total completion of all improvements as approved by Grantor, execute a release suitable for recording which acknowledges satisfaction and termination of the foregoing limitation.

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, Grantee's successors or assigns, forever; and Grantor covenants with the said Grantee that Grantor 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 Grantor further covenants and binds

Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever.

WITNESS the execution hereof this 20th day of June, 1985.

HISTORIC EDGEFIELD, INC.

BY: Lucille P. Gibson
Lucille P. Gibson, President

BY: Merrill Pratt
Merrill Pratt, Director

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned, of the State and County aforesaid, personally appeared Lucille P. Gibson and Merrill Pratt, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the President and Director respectively of the Historic Edgefield, Inc., the within named bargainor, a corporation, and that they as such President and Director, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such President and Director. Witness my hand and official seal, at office in Nashville, Tennessee, this 20th day of June, 1985.

Notary Public

PERCY WILKINS, JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: 10-24-88

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $16,991.00.

Victor G. Ogilvy Pres
Affiant

Subscribed and sworn to before me, this the 20th day of June, 1985.

Notary Public

PERCY WILKINS, JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: 10-24-88

J. 1: 4: 7: 1: 7:

IDENTIF. REFERENCE

Jun 20 3 06 PM '85

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6588 PAGE 54

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

16991.00- CAMT.
44.20 CSTAX
.50 PRFEE
6.00 WDEED
CHECK 50.70-
0324A06/20/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

J. I. 4. 7. 1 7.

IDENTIF. REFERENCE

JUN 20 3 06 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 146708