This instrument prepared by:
Thomas C. Scott
Tune, Entrekin & White
21st Floor, First American Center
Nashville, Tennessee 37238

BOOK 6616 PAGE 34

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IDENTIF. REFERENCE

JUL 26 3 40 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

STATE OF TENNESSEE )
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $145,000.00.

Affiant

Subscribed and sworn to before me this 26th day of July, 1985.

Notary Public

My commission expires: July 27, 1988.

| Address New Owner: | Send Tax Bills To: | Map and Parcel No.: |
|---|---|---|
| Commerce Union Bank, Trustee<br>c/o Mr. Kirk Scobey<br>One Commerce Place<br>Nashville, Tennessee 37239 | Commerce Union Bank, Trustee<br>c/o Mr. Kirk Scobey<br>One Commerce Place<br>Nashville, Tennessee 37239 | Map 130-12<br>Part of Parcel 35 |

FOR AND IN CONSIDERATION OF THE SUM OF TEN 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, NORTHUMBERLAND DEVELOPMENT COMPANY (the "Grantor"), has bargained and sold, and by these presents does transfer and convey unto COMMERCE UNION BANK, TRUSTEE, under and pursuant to a Trust Agreement of record in Book 6601, Page 86, Register's Office for Davidson County, Tennessee (the "Grantee"), its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

Being Lot Number 39 on the Plan of Northumberland, of record in Book 6250, Pages 128 and 129, Register's Office for Davidson County, Tennessee.

Being a portion of the the property conveyed to Northumberland Development Company by deed from Guilford Dudley, Jr., and wife, Jane Anderson Dudley, of record in Book 6302, Page 358, and as amended by Surveyor's Certificate of Correction, of record in Book 6386, Page 194, Register's Office for Davidson County, Tennessee.

This conveyance is subject to the following:

1. Taxes for 1985, which have been prorated between the parties and are assumed by the Grantee.

2. Covenants, conditions and restrictions as set forth in the Declaration of Protective Covenants, Conditions and Restrictions of Northumberland, dated September 7, 1984, of record in Book 6377, Page 18, Register's Office for Davidson County, Tennessee.

3. Easements, setback lines and other matters shown on the recorded Plan of Northumberland, of record in Book 6250, Pages 128 and 129, Register's Office for Davidson County, Tennessee, and as amended by Surveyor's Certificate of Correction, of record in Book 6386, Page 194, Register's Office for Davidson County, Tennessee, affecting Lots 15, 18 and 62. Note: Lots 31, 32, 33, 34, 43, 44, 48, 49 and 50 are encumbered by an easement to Nashville Electric Service, of record in Book 2296, Page 303, Register's Office for

Davidson County, Tennessee, which easement is shown on the recorded plan. Lots 31, 32, 33 and 34 are also encumbered with a ten (10) foot easement for water mains and appurtenances, of record in Book 6434, Page 788, Register's Office for Davidson County, Tennessee, which lies within the Nashville Electric Service Easement. Lots 40, 41, 46, 47 and 51 are encumbered by a perpetual ingress and egress easement over a 50 foot unnamed drive from Harding Place, and a perpetual easement for installation and maintenance of a water pipe or main within said unnamed drive, both granted to Nashville Suburban Utility District in Book 1181, Page 486, Register's Office for Davidson County, Tennessee.

4. Grantor reserves a perpetual easement ten (10) feet in width and parallel to the rear line of the real estate conveyed hereby for the purpose of erecting a boundary fence to enclose Northumberland. Grantor further reserves a reasonable right of access across the real estate conveyed hereby during the period of construction of the fence, provided Grantor restores the real estate to its condition prior to such entry upon the same by Grantor. By acceptance of delivery of this Deed, Grantee agrees that the boundary fence so erected by Grantor shall become part of the common property of Northumberland to be maintained by the Northumberland Homeowners' Association, Inc. (the "Association") and Grantee shall only own a prorata share of the fence together with all other Lot owners of Northumberland. Grantee may not remove or alter the boundary fence in any manner. By acceptance of delivery of this Deed, Grantee further agrees that the Association shall have a perpetual right of reasonable ingress and egress across the real estate conveyed hereby for the purpose of maintaining the fence, provided the Association restores the real estate to its condition prior to any ingress or egress by the Association.

5. All easements and rights reserved by Grantor herein as well as the easements and rights granted to the Association and all agreements concerning the boundary fence shall be binding on all future owners of all or any portion of the real estate conveyed hereby.

Grantor has given Grantee a right of first refusal with regard to Lot No. 40 of Northumberland as set forth in Exhibit "A" attached hereto.

This is unimproved property known as Lot No. 39, Northumberland, Nashville, Davidson County, Tennessee.

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, their heirs, successors and assigns forever.

And the Grantor does covenant 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, except as set forth above.

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, their heirs, successors and assigns, against the lawful claims of all persons whomsoever.

WITNESS my hand, this the 26th day of July, 1985.

NORTHUMBERLAND DEVELOPMENT COMPANY

By: Frank W. Blair III
Frank W. Blair, III, Vice President

STATE OF TENNESSEE )
COUNTY OF DAVIDSON)

Before me, Juanita V. Thomason, a Notary Public in and for the State and County aforesaid, personally appeared Frank W. Blair, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of NORTHUMBERLAND DEVELOPMENT COMPANY, the within named bargainor, a corporation, and that he as such President executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Vice President.

WITNESS my hand and seal this the 26th day of July, 1985.

Juanita V. Thomason
NOTARY PUBLIC

My commission expires: July 27, 1988.

**EXHIBIT "A"**

Grantor agrees that for a period of time terminating one (1) year following the date of this Deed, Grantee shall have the first right of refusal to purchase Lot No. 40 on the Plan of Northumberland, of record in Book 6250, Pages 128 and 129, Register's Office for Davidson County, Tennessee. Upon the termination of said one (1) year period, the right of first refusal may be renewed upon mutual agreement of Grantor and Grantee for an additional one (1) year period. The right of first refusal given to Grantee shall only be the right of Grantee to to accept the terms and conditions of any contract which Grantor receives during said one (1) year period (or the additional one (1) year if the same is renewed) for the purchase of said Lot No. 40, and Grantor agrees to deliver to Grantee a copy of any executed contract for sale of Lot No. 40 promptly after Grantor accepts the same. Grantor shall include with said copy given to Grantee a contract for purchase of Lot No. 40 upon the same terms and conditions, but to be executed by Grantee. Delivery by Grantor shall be made by hand delivery or deposit in the United States mail, sent certified with return receipt requested, addressed to Grantee as hereinafter set forth. Within seven (7) days after receipt of a copy of such executed contract accepted by Grantor and the new contract as previously described, prepared for Grantee's execution, Grantee must deliver to Grantor such new contract fully executed by Grantee with no modifications, and further deliver the earnest money to Grantor provided for in said contract. Delivery by Grantee may be made by hand delivery or deposit in the United States mail, sent certified with return receipt requested, within said seven (7) day period, and addressed to Grantor at 5115 Maryland Way, Brentwood, Tennessee 37027. Upon Grantee's failure to exercise said right of first refusal within the time and in the manner permitted, Grantor may close the sale of said Lot No. 40 substantially in accordance with the terms of said bona fide executed and accepted contract. In the event Grantee fails to exercise its right of first refusal as herein set forth above, Grantee agrees to execute such reasonable documentation as may be required in order to evidence the termination of the right of first refusal herein. Grantee's address for the above notice is as follows: c/o Mr. Kirk Scobey, Commerce Union Bank, One Commerce Place, Nashville, Tennessee 37239.

# OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

BOOK 6616 PAGE 37

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | | |

1450[illegible]
37[illegible]
.50
9.00
336.50-
187/AU7/26/85 [illegible] .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

J24044

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IDENTIF. REFERENCE

JUL 26 3 40 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 157981