This Instrument Prepared By:
Richard Dance
Attorney at Law
Suite 501, 501 Union Street
Nashville, TN 37219

Send Tax Bills To:
H M Properties, Inc.
P.O. Box 736
Fayetteville, TN 37334 516.50
Map-Parcel Numbers
84-4-Pt. 1 & 58

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 180,000.00 .

Affiant

Subscribed and sworn to before me this 24TH day of March, 1988.

My commission expires: 5/13/89

Notary Public

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of One Hundred Eighty Thousand and no/100 Dollars ($180,000.00), cash in hand paid, the receipt of which is hereby acknowledged, we, Ellen Pack Vantrease, now known as Ellen Pack Vantrease Nicks and husband, Claude Nicks, hereinafter referred to as Grantors, have bargained and sold, and by these presents do transfer and convey unto the said H M Properties, Inc., a corporation, hereinafter referred to as Grantee, its successors and assigns, that certain tract of land in Davidson County, State of Tennessee, described as follows, to-wit:

> Land in Davidson County, Tennessee being Lot No. 1 on the Plan of Autumn Chase of record in Plat Book 6900, Page 609, Register's Office, Davidson County, Tennessee.
>
> Being part of the same property conveyed to George F. Vantrease and wife, Ellen Pack Vantrease, by deed from Mary Frances Perry and husband, Henry R. Perry, of record in Book 1636, page 614, Register's Office, Davidson County, Tennessee; the said George F. Vantrese having since died and the said Ellen Pack Vantrease has now married Claude Nicks.

The land conveyed herein shall be subject to those easements and restrictive covenants, all of which run with the land, as follows:

1. Grantors retain, for their use and the use by their heirs and assigns forever, a 30 foot easement across certain property being conveyed, said easement being shown on the Plan of Autumn Chase Subdivision, recorded as set out above (Plan), as a continuation of the drive from the existing residence of Grantors

on Grantors' property which is not being conveyed and as shown on said Plan said easement lies between the area proposed as "Club" and that portion designated as "Detention Basin" and the easement in favor of Grantors shall be to the private road of Grantee and then said easement shall continue along the said private road to McGavock Pike; it being the intention of the parties that Grantors shall have the right of ingress and egress to and from their residence which it is retaining and as shown on said Plan along the aforementioned described easement (ingress/egress easement), with the expressed understanding that the Grantors, their heirs and assigns, shall have no responsibility for any part of the maintenance and upkeep of the said ingress/egress easement and Grantee and Grantee's successors and assigns shall keep and maintain said ingress/egress easement way in good order and condition;

2. Grantors retain, for their benefit and the benefit of their heirs and assigns, a turn around easement (turnaround), which turnaround shall be in the size of 30 feet long and 30 feet wide, lying wholly within the boundary of the property being conveyed herein to the Grantee and located on the easterly side of the ingress/egress easement described in paragraph 1 above, with the northerly line of said turnaround being along the common boundary line between Grantors and Grantee's property, as herein conveyed, imediately adjacent to said ingress/egress easement and north of the area marked "Club" on said Plan; and on the sides of said turnaround Grantee, Grantee's successors and assigns shall maintain signs to indicate to all that same is not a parking area for any purpose and is for the sole benefit of Grantors, and Grantors' heirs and assigns;

3. Grantee and Grantee's successors and assigns shall pave and maintain the foregoing easements in good condition.

4. Grantors reserve an easement across the property conveyed herein for existing utilities which serve the property of Grantors that is being retained.

5. Grantee and Grantee's successors and assigns shall use all reasonable effort to keep open and in good condition the

ingress/egress easement and shall not permit said ingress/egress easements to be blocked by Grantee's equipment and vehicles or to become impassable by passengers cars because of holes, excavating and/or depositing of dirt, rock or other materials; provided, however, reasonable temporary obstructions during the construction period may be necessary and are hereby permitted.

6. The land being conveyed herein shall be for a period of thirty (30) years from the date hereof, subject to the restrictive covenants, which shall run with the land, as follows:

(a) that neither Grantee, nor Grantee's successors and assigns, shall erect and/or maintain along any common boundary line between Grantee and Grantors and/or along common boundary line between property of Grantee and Lot 2 as shown on the map of record in Plat Book 5800, page 268, Register's Office, Davidson County, Tennessee, a wall or fence made of (i) brick, concrete, wire, plastic or any man made substance, (ii) made of wood; or (iii) any other material, other than landscaping, it being the intention of the parties that only landscaping shall be used to divide the properties;

(b) that Grantee and Grantee's successors and assigns shall maintain the detention basin as shown on said Plan adjacent to the property being retained by Grantors so as to not constitute a nuisance and that Grantee, Grantee's successors and assigns are obligated to landscape said detention basin in such manner which will shield said detention basin from the view of Grantors' residence and those people traveling along McGavock Pike;

TO HAVE AND TO HOLD the said tracts or parcels of land with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever.

We, the Grantors, do covenant with the said Grantee that we the Grantors are lawfully seized and possessed of said tracts and parcels of land in fee simple, and have a good right to convey same and that the same is unencumbered, except taxes for the year 1988 which the Grantee assumes and shall pay in full, and except

as herein set out and in (a) Book 6900, Page 609, (b) Book 5800, Page 268, (c) Book 6113, Page 475, (d) Book 6695, Page 7, (e) Book 6910, Page 605, and (f) Book 7240, Page 692, all in the Register's Office for Davidson County, Tennessee.

We, the Grantors, do further covenant and bind ourselves and our heirs to warrant and forever defend the title to the said tracts or parcels of land to the said Grantee, its successors and assigns against the lawful claims of all persons whomsoever.

WITNESS our hands this 23rd day of March, 1988.

Ellen Pack Vantrease Nicks
Ellen Pack Vantrease Nicks

Claude Nicks
Claude Nicks

STATE OF FLORIDA

COUNTY OF ST. LUCIE

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, Ellen Pack Vantrease Nicks & husband, Claude Nicks, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, this the _____ day of March 23rd, 1988.

My Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC.14,1991
BONDED THRU GENERAL INS. UND.

Notary Public

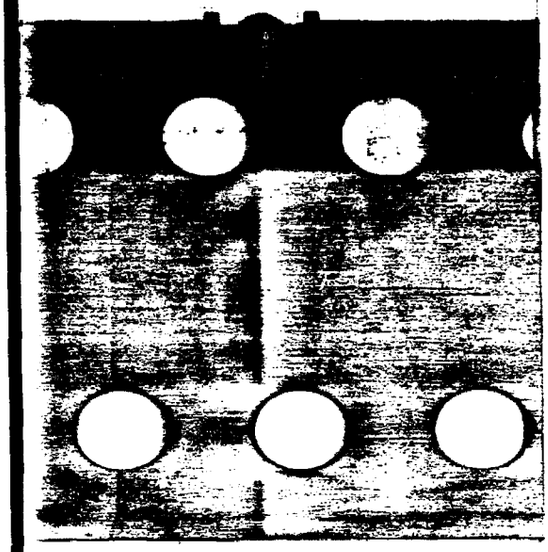
NOTARY PUBLIC STATE OF

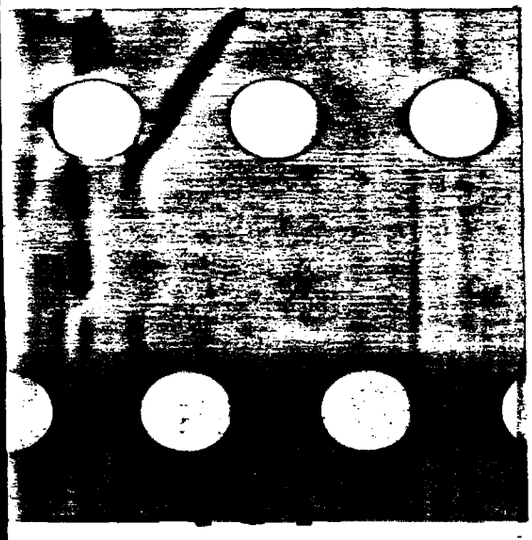
15560

IDENTIFICATION REFERENCE

MAR 24 3 44 PM '88

FILED & RECORDED IN REGISTER'S OFFICE DAVIDSON COUNTY, TN





**OFFICIAL RECEIPT**

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

RECEIVED OF _____

FOR _____

BOOK 7499 PAGE 231

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

| DATE | SYMBOL | VALUATION | TAX AND FEES | TOTAL |
|---|---|---|---|---|

VOID
WDEED 2.00-
WDEED 12.00

03/24/88 01 15:46 0001 9343

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

DRFT
180000.00
CON TX 504.00
PRFEE 0.50
WDEED 2.00
TOTAL 506.50
CHECK 506.50

03/24/88 01 15:45 0001 9342

15560

IDENTIFICATION REFERENCE

MAR 24 3 44 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

**No.** 73915