Prepared By:

Albert F. Moore, Esq.
NEAL & HARWELL
2000 One Nashville Place
150 Fourth Avenue North
Nashville, TN 37219

Mail

Address New Owner as Follows:

James L. Root
5327 Brick Church Pike
Goodlettsville, TN 37072
Part of Map 18
Parcel 30
Field Book Number 10D29120

QUITCLAIM DEED

For and in consideration of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to the terms of a Marital Dissolution Agreement executed in the case of Susan G. Root v. James L. Root, filed in the Fourth Circuit Court for Davidson County, Tennessee, I, Susan Garrett Root, hereby quitclaim to James L. Root, his heirs and assigns, all of my right, title and interest in and to the following described property:

A tract of land in the 10th, formerly 20th, Civil District of Davidson County, Tennessee, described as follows:

BEGINNING at a stake in the James Peay's line running North 15 degrees East 46 1/2 poles to a stake, North 3 degrees East 43 poles to a stake in the road, North 34 degrees 5 1/2 poles to the branch; thence up the branch South 8 degrees West 7.2 poles, South 35 degrees West 7 1/2 poles, South 56 1/2 degrees West 10 1/2 poles, South 20 degrees West 20 poles to the corner of a fence; North 22 degrees West 28 poles to a stone near gate; South 70 degrees West 32 poles South 28 degrees West 55 poles, south 4 1/2 degrees West 14 poles to a stone, South 86 degrees East 78 poles to the beginning, containing 33.4 acres more or less.

Being the same property conveyed to John Powell Stamper and wife, Gertrude McClanahan Stamper by deed from Glen Waymick and wife, Sara B. Waymick of record in Book 2645, page 469, Register's Office for Davidson County, Tennessee.

Grantor hereby grants to Grantee, Grantee's heirs, successors and assigns, an easement for ingress and egress through Seller's remaining property over that well-established road which crosses Grantor's property, provided, however, that this right of ingress and egress is limited to the purpose of access to a one-family residence on Grantee's property and shall be used for no other purpose. This easement runs from Grantee's property to Brick Church Pike. Grantee in accepting said easement and by signing this Deed agrees to pay one-half of the costs of maintaining the road on Grantor's property from Brick Church Pike to Grantor's residence and further agrees to pay all of the costs of maintaining said road from Grantor's residence to the parties' common boundary line. In the event that the Grantee, Grantee's heirs, successors or assigns ever acquire another access for ingress and egress to Grantee's property then, at that time, this easement shall terminate and Grantee shall have no further rights to use the easement road across Grantor's property.

Grantor further grants to Grantee, Grantee's heirs, successors and assigns, an easement to install a water line from Brick Church Pike through Grantor's property to the Grantee's homesite. This water line shall be only for the purpose of servicing a one-family residence and the site for the construction of the water line shall be determined at a later date by

agreement between the Grantor and the Grantee. In no event shall the water line be constructed in a manner which, in Grantor's sole opinion, would damage Grantor's property or reduce the value thereof. All responsibility for the maintenance, installation and construction of the water line shall be responsibility of the Grantee and Grantee agrees that following construction, Grantee shall restore the property and any damage thereto to the state which existed prior to the commencement of construction. Grantee agrees to indemnify and hold Grantor harmless from any and all claims for labor, materials, supplies, or any other liens which might affect Grantor or attach to Grantor's property as a result of the construction and maintenance of the water line or the ingress and egress easement referred to in the preceding paragraph and payment of such obligations shall be secured by the lien of this Installment Deed. In the event that Grantee, Grantee's heirs, successors and assigns ever obtain a water service line from another source or across property other than that of the Grantor, then at that time, this easement for a water line shall terminate and be of no further force and effect.

This is unimproved property, located near Brick Church Pike.

To have and to hold all and singular the premises, together with the tenements, hereditaments, and appurtenances thereunto belonging, or in any way appertaining, and the rents, issues, and profits thereof unto James L. Root.

Witness my hand this 22nd day of March, 1990.

Susan Garrett Root
SUSAN GARRETT ROOT

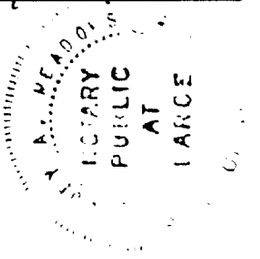
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned, a notary public in and for said state and county, the within named Susan Garrett Root, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Mary A. Meadows
Notary Public

My Commission Expires:

June 21, 1992



STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I certify that this transfer is made in accordance with the terms and provisions of a Marital Dissolution Agreement entered into between the parties and for no other consideration.

Susan Garrett Root
AFFIANT

Sworn to and subscribed before me this 22nd day of March 1990, 1989.

Ivan A. Mendoza
Notary Public

My Commission Expires:

June 21, 1992

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IDENTIF. REFERENCE

MAR 27 2 53 PM '90

DAVIDSON COUNTY TN.

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