WARRANTY DEED

Return to: Box 62

FROM:	Third National Bank in Nashville, Grantor	This instrument was prepared by: William B. Drescher Farris, Warfield & Kanaday Seventeenth Floor Third National Bank Building Nashville, Tennessee 37219
TO:	Gil Fuqua, Jr. and Karen Martin Fuqua, Grantees	

Address New Owner(s) as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes	Map-Parcel Numbers 144-2 Parcel 02
1230 Chickering Road Nashville, TN 37215		Field Book Numbers
Same		

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Six Hundred Fifteen Thousand Dollars ($615,000).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 20 day of June, 1990.

Notary Public

My Commission Expires: 3-27-93

FOR AND IN CONSIDERATION OF the sum of Six Hundred Fifteen Thousand Dollars ($615,000), the receipt and sufficiency of which are hereby acknowledged, Third National Bank in Nashville, Grantor, has bargained and sold, and by these presents does transfer and convey unto the said Gil Fuqua, Jr. and Karen Martin Fuqua, as tenants in common, Grantees, their heirs, successors, and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

> A tract of land in Davidson County, Tennessee, being Lot No. 1 on the Revised Plan of the Dan W. Maddox Property, of record in Book 5200, page 164, Register's Office for said County described as follows:

Beginning at a monument in the easterly margin of Chickering Road, said monument being the original northwest corner of the Dan W. Maddox Property and being the southwest corner of the George N. Bullard Property; thence with a segment of the south line of Bullard south 86° 30' east 1187.5 to a monument, said monument being a common corner of Lots Nos. 1 and 2 on said plan; thence south 3° 0' west 348.07 feet to a monument; thence north 86° 30' 18" west 1230.21 feet to a monument in the easterly margin of Chickering Road; thence with said easterly margin of Chickering Road north 10° 0' east 350.43 feet to the point of beginning.

Together with an ingress and egress easement for driveway purposes over that portion of Lot No. 2 on said plan on which lies an existing driveway, as shown on said plan in Book 5200, page 164, Register's Office for Davidson County, Tennessee. Said easement over Lot No. 1 is appurtenant to and runs with Lot No. 1 and together with easements granted and reserved by the grantor and grantee for existing light, gas, water and other public utility lines for the benefit of Lots 1 and 2 on said revised plan as contained in Installment Deed of record in Book 5620, page 196, Register's Office for said County.

Being the same property conveyed to Third National Bank in Nashville by Substitute Trustee's Deed of Record in Book 7819, Page 428, Register's Office for Davidson County, Tennessee.

This is improved property, known as 1230 Chickering Road, Nashville, Tennessee.

This conveyance is expressly made subject to the following:

1. The lien for 1990 taxes which have been prorated and will be paid by Grantees.

2. Easements for water mains set out in instruments recorded in Book 966, page 762 and Book 1015, page 85, Register's Office for Davidson County, Tennessee.

3. Rights of others to use driveway easement and other rights reserved in instrument recorded in Book 5620, page 196, said Register's Office.

4. Restrictions in Book 1172, page 29, said Register's Office.

5. Easement to Nashville Electric Service set out in instrument of record in Book 5355, page 124, said Register's Office.

6. Sanitary Sewer and Storm Drainage Easements set out in instrument of record in Book 6112, page 84, said Register's Office.

7. All easements, conditions and other matters shown on the Plan of Record recorded in Book 5200, page 164, said Register's Office.

8. Any mechanic's and materialmen's liens arising from work done or products supplied to the real property described herein at Grantee's (or its agent's) direction.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantees as tenants in common, their heirs, successors, and assigns, forever.

And Grantor does covenant with the said Grantees 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 and unrestricted except as to those matters set forth above to which this conveyance is expressly made subject.

And Grantor does further covenant and bind Grantor, its heirs, successors, and assigns, to warrant and forever defend the title to the said land to the said Grantees against the lawful claims of all persons whomsoever, except as limited in the next following paragraph and except as to those matters set forth above to which this conveyance is expressly made subject.

The covenants and warranties made herein are limited, however, to the extent that the covenant to warrant and defend title to the land against claims of any party or parties claiming an interest in the land described herein, by, through or under The Hawthorne Corporation, Charles Carroll, or any heir, successor or assign of The Hawthorne Corporation or Charles Carroll shall cease and terminate on that date which shall be seven (7) years and sixty (60) days from the date hereof, except that such covenant to warrant and defend shall continue until the final adjudication of any lawsuit initiated by such claimant(s) prior to the expiration of seven (7) years and sixty (60) days from the date hereof. In any event, the liability of the Grantor as to claims made by any such party claiming by, through or under The Hawthorne Corporation, Charles Carroll, or any heir, successor or assign of The

Hawthorne Corporation or Charles Carroll shall be limited to the amount of title insurance coverage provided by Ticor Title Insurance Company pursuant to its owner's title insurance policy no. 6066 1511-1 dated June 20, 1990, and provided further, the liability hereunder for such claims shall be decreased by the amount of any recovery by the Grantees under such title insurance policy. All other covenants and warranties shall remain in full force and effect.

Witness my hand this 20th day of June, 1990.

THIRD NATIONAL BANK IN NASHVILLE

By: _____

Title: Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Denise M. Laumeyer, a Notary Public of said County and State, personally appeared Lynn H. Vandergriff, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President (or other officer authorized to execute the instrument) of THIRD NATIONAL BANK IN NASHVILLE, the within named bargainor, a national banking association, and that he as such Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the national banking association by himself as Vice President.

Witness my hand and seal, at Office in Nashville, this 20 day of June, 1990.

Denise M. Laumeyer
Notary Public

My Commission Expires: 3-27-93

DENISE M. LAUMEYER NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

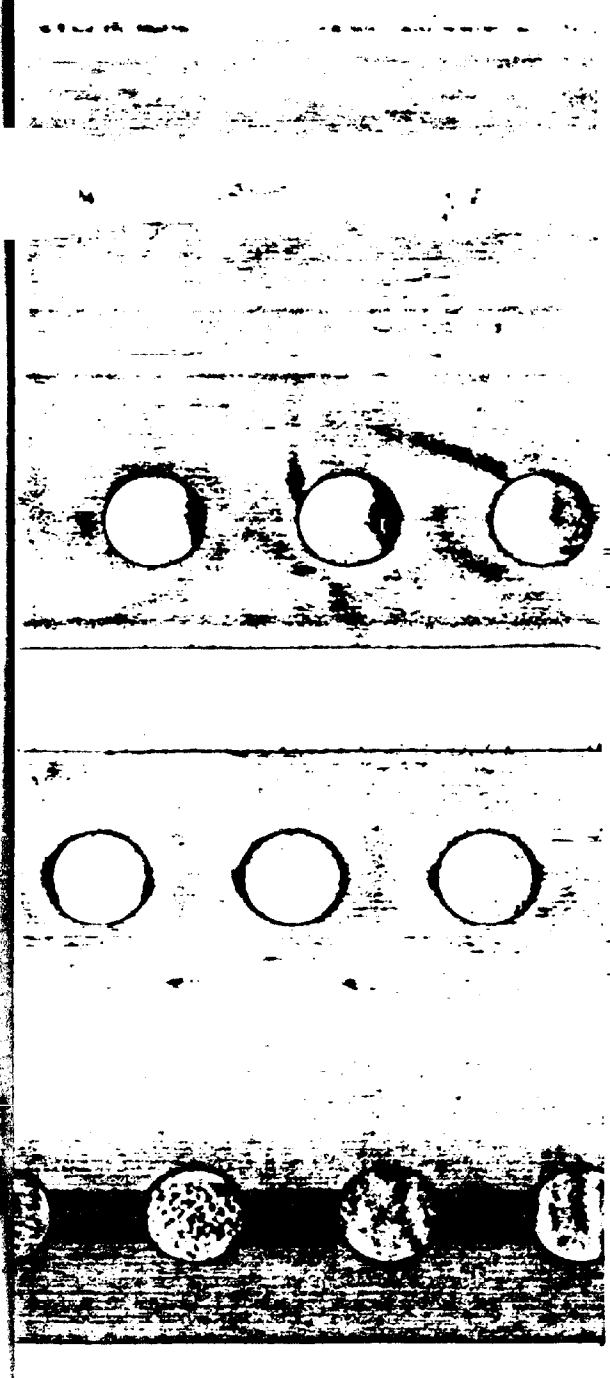
3541.8

IDENTIFICATION

JUN 20 3 18 PM '90

2239 06/20 0101 03CHECK 2042.50

0090w/06-19-90



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

RECEIVED OF _____

FOR _____

BOOK 8135 PAGE 405

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

CAMT
615000.00
CON TX 2029.50
PRFEE 1.00
WDEED 12.00
TOTAL 2042.50
CHECK 2042.50
06/20/90 01 15:19 0001 2239

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

3541.8

IDENTIFICATION REFERENCE

JUN 20 3 18 PM '90

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 329873