THIS INSTRUMENT PREPARED BY:

JAMES C. DALE III
Attorney at Law
221 4th Ave. North, 5th Floor
Nashville, Tennessee 37219

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $-0-.

James C. Dale III
AFFIANT

Subscribed and sworn to before me this 13th day of May, 1993.

Diana L. Rush
NOTARY PUBLIC

My Commission Expires: 7/25/96

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL:
Lucianne F. Ezell 415 W. Brookfield Dr. Nashville, TN 37205	Same	130-9 172

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that W. E. Ezell III, for and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, the receipt of which is hereby acknowledged, has bargained quitclaims unto Lucianne F. Ezell, all his right, title and interest, subject to hereinafter contained restrictions, in a certain parcel of land in Davidson County, Tennessee, described as follows:

Being Lot No. 2 on the Plan of Moats Subdivision, as of record in Plat Book 6250, page 782, Register's Office for said County, to which plan reference is made for a more complete description.

Being the same property conveyed to W. E. Ezell III and wife, Lucianne F. Ezell, by Warranty Deed, from Ralph W. McCracken and wife, Linda L. McCracken, of record in Book 8235, page 523, said Register's Office.

This conveyance is made subject to all matters appearing on the plan of record in Plat Book 6250, page 782, and in Plat Book 547, page 180, Register's Office for said County.

This conveyance is made further subject to the following:

(1) The hereinabove described property (the "Property") shall not be sold, transferred or developed without Grantor's first having been offered in writing the right to purchase the Property. Grantor shall have an option to purchase the Property at any time until the improved property jointly owned by Grantor and Grantee immediately adjacent to the Property is sold or otherwise disposed of. The price at which Grantor shall have the right to purchase the Property pursuant to either the right of first refusal or the option shall be $250,000.00 until May 1, 1998. Subsequent to that date, Grantor shall have the right to purchase the Property at its fair market value as determined by an MAI appraiser chosen by Grantor and Grantee. Should Grantor and Grantee be unable to agree on an MAI appraiser, each shall hire an MAI appraiser and the appraisers so hired shall choose a third MAI appraiser. The appraisals of the three MAI appraisers shall be averaged, and the average shall be the price at which

Grantor shall have the right to purchase the Property. Any refusal by Grantor of said right to purchase or any waiver by Grantor of the provisions of this restriction must be in writing and signed by Grantor.

(2) The Property shall not be used as collateral security for a loan unless the loan instrument contains a provision in the event of default specifically authorizing, but not obligating, Grantor to pay the full loan amount due, principal and interest, (the "Loan Amount") and to thereby succeed to the rights of the lender. The Loan Amount may not exceed $250,000.00 prior to May 1, 1998, and thereafter may not exceed the fair market value of the Property.

(3) These restrictions shall terminate at the death of Grantor.

WITNESS my hand this 13th day of May, 1993.

W. E. EZELL III

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named W. E. EZELL III, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 13th day of May, 1993.

Connie C Kendrick
NOTARY PUBLIC
My Commission Expires: JAN. 27, 1996

CONNIE C. KENDRICK NOTARY PUBLIC DAVIDSON COUNTY, TENN.

20266

CROSS REFERENCE

MAY 17 1 24 PM '93

DAVIDSON COUNTY, TN

3824 05/17 2101 03CHECK 8.00