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IDENTIF. & REFERENCE

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REGISTER
DAVIDSON COUNTY, TN.

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS (DMS)
2700 First American Center
Nashville, Tennessee 37238

QUITCLAIM DEED

BOOK 9388 PAGE 38

Address New Owner(s) As Follows:	Send Tax Bills To:	Map Parcel Numbers:
Dr. L. C. Whitefield Sylvia H. Whitefield 3053 Lebanon Pike Hermitage, TN 37076	Same	075-06-110 4D 08105

FOR AND IN CONSIDERATION of ONE DOLLAR ($1.00), cash in hand paid, the receipt of which is hereby acknowledged, DR. BAIRD R. FAULKNER and DR. L.C. WHITEFIELD, as joint tenants without the right of survivorship (collectively, the "Grantor"), by these presents do hereby and quitclaim and convey unto DR. L. C. WHITEFIELD and wife, SYLVIA H. WHITEFIELD, their heirs, successors and assigns (collectively, the "Grantee"), all of their right, title and interest in and to the following-described property (the "Property):

Lot No. 1 of the Resubdivision of Lot C-1, Hermitage Estates, Parcel B, of record in Book 8250, page 298, Register's Office for Davidson County, Tennessee.

Being part of the same property conveyed to Grantor by deed of record in Book 9336, page 323, Register's Office of said County.

The source of the foregoing legal description is the plat of record in Book 8250, page 298, prepared by Dale & Associates, Inc., 516 Heather Place, Nashville, Tennessee 37204.

This is unimproved property known as 4251 Lebanon Pike, Nashville, Tennessee.

As part of the consideration of the conveyance, Grantee, their successors and assigns, accepts this conveyance subject to the following restrictions, conditions and covenants:

1. All outside areas of the Property shall be maintained in a neat, clean and sanitary condition, free of trash, garbage, litter and obstructions of any kind. Following any construction of improvements upon the Property, the portions of the Property not occupied by improvements will be landscaped in a reasonably attractive manner. In the event Grantee or their successors and assigns do not maintain the Property in the aforesaid manner, after ten (10) days' written notice to the then-owner of the Property, then Faulkner (as hereinafter defined) shall have the right as often as may be reasonably necessary to enter upon the Property and restore the same to a neat, clean and sanitary condition. Grantee covenants and agrees on behalf of themselves and their successors and assigns to reimburse Faulkner upon demand for the reasonable expenses thus incurred.

2. If Grantee or their successors or assigns receives a bona fide, written offer or offers to purchase or lease the

Property or any portion thereof (an "Offer"), prior to acceptance of an Offer, Grantee shall give Faulkner written notice thereof (the "Offer Notice"), enclosing a copy of the Offer. Faulkner shall have twenty (20) days following receipt of the Offer Notice to elect to acquire the interest in the Property that is the subject of the Offer on the terms and conditions set forth in the Offer. A failure by Faulkner to make this election within this time period shall result in a waiver of its election rights, but only relating to that particular Offer and not to any future Offers. If Faulkner exercises the rights herein granted, then Faulkner and Grantee shall enter into a contract having the same terms and conditions as the Offer. If Faulkner does not exercise the rights herein granted, Grantee may accept the Offer and close the transaction contemplated thereby; provided, however, that if such transaction is not completed within one hundred eight (180) days after the Offer Notice is given, such transaction shall not take place and the requirements of this subparagraph shall remain in full force and effect as to any future Offers. Notwithstanding the foregoing, the rights granted to Faulkner under this paragraph 2 shall at all times be subordinate to the lien of a deed of trust of even date herewith, from Grantee to Gary R. Thompson, Trustee, for the use and benefit of Third National Bank, recorded contemporaneously with this instrument.

3. At no time shall the Property be used for any of the following purposes without the prior written consent of Faulkner:

a. A bingo parlor, bowling alley, game room, game arcade or amusement center;

b. A gasoline or automotive service station;

c. Automobile or motorcycle sales, leasing, repair or display, a used car lot, storage yard or junk yard;

d. Any activity or service resulting in an obnoxious odor, noise or sound;

e. A supermarket, grocery store or convenience type food market;

f. A health spa;

g. For the sale, rental or display of pornographic materials;

h. A massage parlor;

i. A department store, junior department store, variety store or a store for the mass retailing of general merchandise;

j. A lounge, tavern or night club, or any other establishment, including restaurants, which serve alcoholic beverages for on premises consumption;

k. A mortuary;

l. Dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located in the rear of any building);

m. Living quarters, sleeping apartment or lodging rooms; or

n. Any other use that would unreasonably interfere or disrupt the operation of a dental office on the Adjacent Property (as hereinafter defined).

4. The covenants and restrictions described in paragraphs 1, 2 and 3 above shall constitute a servitude upon the Property, shall run with said land, and shall continue for fifty (50) years from the date of closing.

5. Grantee does hereby declare and grant, for the benefit of Faulkner and their agents, customers, invitees, licensees, tenants and employees, a non-exclusive perpetual easement over, through and upon all paved portions of the Property (the "Easement Area") for the purpose of (1) vehicular and pedestrian access to, from and between, and ingress and egress over, the Property and the Adjacent Property, and (2) parking. The maintenance and/or repair of the improvements located on the Easement Area shall be the responsibility of Grantee; provided, however, that in the event that Grantee fails to maintain said Easement Area in a reasonably useable condition, then Faulkner shall have the right, upon twenty (20) days written notice to Grantee, to make such repairs as are necessary to the Easement Area, and the reasonable costs incurred by Faulkner in connection therewith shall be reimbursed by Grantee upon demand.

6. As used herein, the term "Faulkner" shall refer to Dr. Baird R. Faulkner and wife, Eva Jane Faulkner, the current owners of Lot No. 2 of the Resubdivision of Lot C-1, Hermitage Estates, Parcel B, of record in Book 8250, page 298, Register's Office for Davidson County, Tennessee (the "Adjacent Property"), which property as adjacent to, and contiguous with, the Property, and any subsequent owner(s) of said Adjacent Property. It is intended by the parties hereto that the foregoing covenants and easements shall at all times benefit the owner(s) from time to time of the Adjacent Property.

7. All notices to be delivered under this instrument shall be delivered via certified, regular mail or hand delivery (a) if to Grantee, at the address of the Property, and (b) if to Faulkner, at the address of the Adjacent Property.

8. In the event Grantee or their successors or assigns or any party or parties claiming under them shall violate or attempt to violate any of the foregoing covenants or restrictions, Faulkner or their successors and assigns may prosecute any proceedings at law or in equity to enjoin such violation and to recover damages for such violation, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the 23rd day of June, 1994.

GRANTOR:

Dr. Baird R. Faulkner

Dr. L. C. Whitefield

[Signatures continued on next page.]

GRANTEE:

Dr. L. C. Whitefield

Sylvia H. Whitefield

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, Dr. L. C. Whitefield and Dr. Baird R. Faulkner, the within named bargainors, 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, at office, this 23rd day of June, 1994.

My Commission expires: 7/24/97

NOTARY PUBLIC

JOHN T. COOK NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, Dr. L. C. Whitefield and wife, Sylvia H. Whitefield, the within named bargainors, 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, at office, this ____ day of June, 1994.

My Commission expires: 7/24/97

NOTARY PUBLIC

JOHN T. COOK NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

The actual consideration for this transfer is $0.

Affiant

Subscribed and sworn to before me
this 23rd day of June, 1994.

Notary Public

My Commission Expires:
7/24/97

JOHN T. COOK NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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