This Instrument Prepared By:
Clement, Gibson & Gregory
Suite 600, 200 Fourth Avenue, North
Nashville Tennessee 37219

Box 40-A

BOOK 9778 PG 320

ADDRESS NEW OWNER:
J. Jay Peeler, III and Sandra Tamburin
107 Rose Bank Avenue
Nashville, Tennessee 37206

SEND TAX BILL:
To Owner

MAP AND PARCEL:
MAP 140-00
P/O PARCEL 031

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the herein named Grantee, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Lloyd Franklin Greene, unmarried ("Grantor"), has bargained and sold, and by these presents does hereby transfer and convey unto J. Jay Peeler, III, and Sandra Tamburin, both unmarried ("Grantee"), their heirs, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee (the "Property") described on Exhibit "A" attached hereto and incorporated herein by reference.

Being part of the same property conveyed to Lloyd F. Greene and wife, Barbara F. Greene, by deed from Jerry D. Heath and wife, Dorothy L. Heath of record in Book 8347, page 184, Register's Office for Davidson County, Tennessee. The said grantees having since divorced, Barbara Lynn Greene conveyed her interest in the premises to Lloyd Franklin Greene by deed of record in Book 9399, page 250, Register's Office for Davidson County, Tennessee.

This is unimproved property known as Tract 10, Gatlinburg Trace off of Poplar Creek Road in Nashville, Tennessee.

This conveyance is made subject to such limitations, restrictions and easements as may affect the premises, including the following:

1. No single wide trailer, tent, garage, barn, basement house or other outbuilding shall be erected or used as either a temporary or permanent residence.

2. No commercial poultry nor swine may be kept on property.

3. No noxious or offensive operations shall be conducted or maintained on any tract, and nothing shall be done on any tract which may constitute a nuisance or unreasonable annoyance to the neighborhood.

4. The restrictive covenants shall run with the land and shall expire twenty (20) years, expiring on January 1, 2015.

5. The right of enforcement of these restrictive covenants is vested in the owner or assigns of Tracts 1 through 21 of an unrecorded plat prepared by J. Bruce Rainey, dated July 25, 1995. Any such owner of any of said Tracts shall have the right at any time to compel compliance with said covenants, or any of them, or to prevent the violation of any of them, by the institution of an action at law or a suit in equity for injunctive or other relief.

6. By the creation of the above restrictions there is no intention of imposing them on any other land owned by Lloyd Franklin Greene, or his beneficiary, whether adjoining said northerly portion of this property or located in the vicinity thereof, there being no general plan of development of all of his land, and he does expressly reserve the right to restrict in the same or in a different manner or not to restrict at all the land owned by him which is not embraced within the above restrictions.

7. Declaration of Restrictive Covenant of record in Book 9763, page 737, said Register's Office, as re-recorded in Book 9768, page 264, said Register's Office.

8. A 25 foot easement for ingress and egress and installation and maintenance of utilities as shown on an unrecorded plat prepared by J. Bruce Rainey dated July 25, 1995.

9. An additional 15 foot easement for installation and maintenance of public utilities as shown on an unrecorded plat prepared by J. Bruce Rainey dated July 25, 1995.

10. Easement for guide wires for the installation of electric service, if needed, but which easement shall be located within five feet of the property line.

11. Easement for maintenance of utilities, which might be installed, including, but not limited to the trimming of trees.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Grantee, their heirs, successors and assigns, forever; and Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is unencumbered unless otherwise herein set out; and Grantor does further covenant and bind himself, his heirs, successors and representatives, to warrant and forever defend the title to the Property to Grantee, their heirs, successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my hand this the 21 day of August, 1995.

Lloyd Franklin Greene

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Lloyd Franklin Greene, unmarried, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within Warranty Deed for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this the 21 day of August, 1995.

NOTARY PUBLIC

My Commission Expires: 9/16/95

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $ 23,000.00 .

AFFIANT

Subscribed and sworn to before me
this 29 day of August, 1995.

NOTARY PUBLIC

My Commission Expires: 9/16/95

EXHIBIT A

BOOK 9778PG323

TRACT 10

Land in the 2nd Civil District of Davidson County, Tennessee, being described according to a survey by J. Bruce Rainey, Surveyor #823, dated July 25, 1995, known as job # 950094, more particularly described as follows:

Beginning at an iron pin set in the center of a 50' joint use ingress, egress and public utility easement, said point of beginning being the Western most corner of the herein described Tract and also being the Southern most corner of Tract 9 on the plan of the Heath Property, division not of record, of which this is a part, and also being in the Easterly line of Tract 8 of said Division; thense, leaving the center of said 50' joint use ingress, egress and public utility easement, and with the line of Tract 9, North 39°, 56', 47", East 345.20' to an iron pin; thence, leaving the line of Tract 9, South 87°, 03', 15", East 658.49' to an iron pin, the Northwest corner of Tract 11 of said Division; thence, with the line of Tract 11, South 44°, 42', 19", West 749.15' to an iron pin set in the center of the said 50' joint use ingress, egress and public utility easement; thence, with the center of said easement, the following calls: North 44°, 52', 12", West 52.30' to an iron pin; thence, North 46°, 32', 08", West 190.32' to an iron pin; thence, North 52°, 58', 40", West 221.97' to the point of beginning, containing 5.98 acres, more or less.

Included in the above described Tract is one half of the said 50' joint use ingress, egress and public utility easement and in addition to that easement, there is also included a 15' public utility easement that lies adjacent to and immediately Northeast of the said 50' joint use ingress, egress and public utility easement.

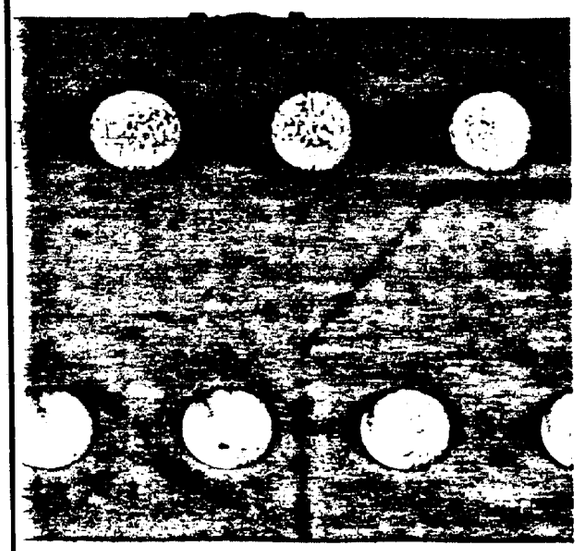
8314 08/30 0101 03CHECK 102.10

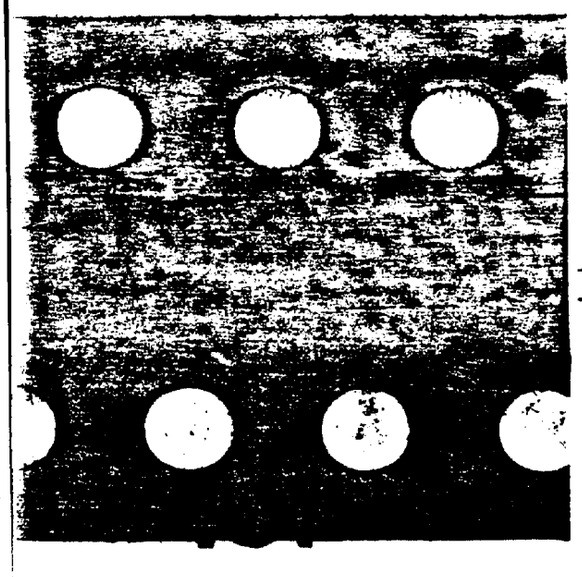
0091876

IDENTIFICATION REFERENCE

95 AUG 30 PM 1:43

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.





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

RECEIVED OF _____

FOR _____

BOOK 9778 PG 324

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 23000.00
CON TX 85.10
PRFEE 1.00
WDEED 16.00
TOTAL 102.10
CHECK 102.10

08/30/95 01 13:44 0001 8314

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

00094876
IDENTIF. # REFERENCE
95 AUG 30 PM 1:43
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 947235