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

Box 40-A

ADDRESS NEW OWNER:
Gerald W. Kaye and wife, June M. Kaye
277 Richbriar Road
Nashville, Tennessee 37211

SEND TAX BILL:
To Owner

MAP AND PARCEL:
MAP 181
PARCEL 059

BOOK 10003 PG 135

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the herein named Grantees, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, D. Stevens, Trustee, with full power to mortgage, sell, transfer and convey without the necessity of joinder or disclosure of any beneficiaries ("Grantor"), has bargained and sold, and by these presents does hereby transfer and convey unto Gerald W. Kaye and wife, June M. Kaye ("Grantees"), their heirs, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee (the "Property"), described as shown on Exhibit "A" attached hereto and incorporated herein by reference.

This is unimproved property known as Tract 7, Orchard Lane, and further known as Map 181, Parcel 059, in Nashville, Tennessee.

This conveyance is made subject to real estate taxes for the current year, which have been prorated and assumed by Grantee, and all applicable local government planning, building and zoning regulations and the following:

1. All residences shall have a minimum of 1,400 square feet of living area, exclusive of porches, garage, carport or basement.

2. No residence shall be constructed or maintained with outside walls constructed of any material other than brick, natural stone, wood, stucco, aluminum siding or vinyl siding or a combination thereof.

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

4. No commercial poultry or no swine may be kept on property.

5. All barns and other detached buildings must be set back a minimum of 200 feet from any easement for ingress and egress or public or private road and no closer than 25 feet to a side or rear line.

6. 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.

7. These restrictive covenants may be amended and/or altered from time to time by the recording of a written instrument executed by the owners of 60% of all the tracts.

8. The restrictive covenants shall run with the land and shall expire twenty-five (25) years from the recording of this instrument.

9. The right of enforcement of these restrictive covenants is vested in the owner or assigns of Tracts 1 through 18 of an unrecorded plat prepared by J. Bruce Rainey, dated July 13, 1993, revised May 19, 1994. 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.

10. By the creation of the above restrictions there is no intention of imposing them on any other land owned by J. D. Stevens, Trustee, 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.

11. The Property is further subject to and has the use of a 50 foot joint use ingress/egress and utility easement running generally along the westerly line of this tract and also has the use of an additional 10 foot utility easement immediately adjacent to and west of the said 50 foot easement.

12. A Private Road and Utility Easement and Maintenance Agreement, hereinafter "Agreement", is of record in Book 9518, page 526, said Register's Office. Grantee agrees to abide by the terms and conditions of the Agreement and Grantee acknowledges that this conveyance is subject to said Agreement.

13. All matters as shown on the unrecorded plat prepared by J. Bruce Rainey, Tennessee No. 823 of Bruce Rainey & Associates, dated July 13, 1993, revised May 19, 1994.

14. Any anchor easements or overhead wires that might be required to provide utility service to adjacent properties.

The above described property and any improvements located thereon are sold in "As Is" condition.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Grantees, their heirs, successors and assigns, forever; and Grantor does covenant with Grantees 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 Grantees, 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 2nd day of April, 1996.

D. Stevens, Trustee

D. Stevens, Trustee

0167353
IDENTIFICATION REFERENCE

96 APR -3 PM 1:28
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

75 04/03 0101 03CHECK 155.75

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named D. Stevens, Trustee, with full power to mortgage, sell, transfer and convey without the necessity of joinder or disclosure of any beneficiaries, 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 2nd day of April, 1996.

Elaine Phelps
NOTARY PUBLIC

My Commission Expires: 3/22/97

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $37,500.00.

Gerald W Kaye
AFFIANT

Subscribed and sworn to before me
this 2nd day of April, 1996.

NOTARY PUBLIC

My Commission Expires: 9/17/99

EXHIBIT "A"

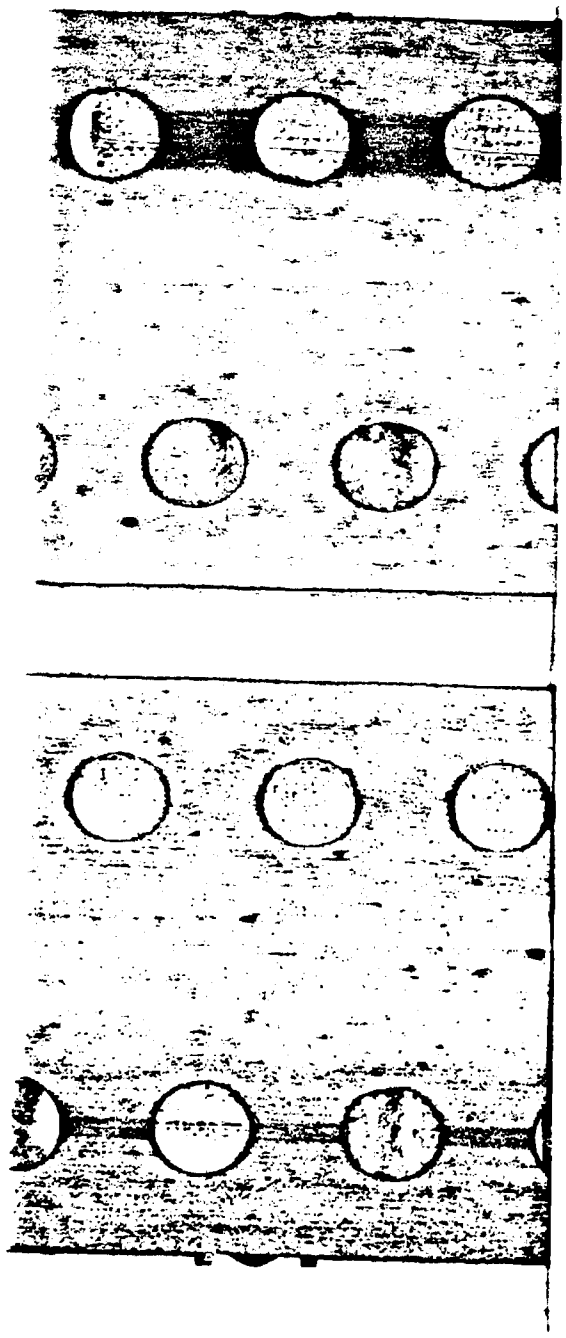
BOOK 10003 PG 138

Land in the Davidson County, Tennessee and being described according to a survey by J. Bruce Rainey, Surveyor, #823 dated July 13, 1993 and known as Job no: 930091 more particularly described as follows:

Beginning at a point in the center of a 50 foot joint use ingress-egress and utility easement, said point of beginning being 2,152.62 feet northerly as measured from the centerline of said easement from the northerly margin of Pettus Road, said point of beginning being the Northwest corner of Tract No. 6 of the J. D. Stevens Pettus Road division and the Southwest corner of the herein described tract; thence with the centerline of said joint use ingress-egress and utility easement North 04 degrees 41 minutes 13 seconds East 353.03 feet to an iron pin; thence leaving the centerline of said easement South 86 degrees 00 minutes 49 seconds East passing a steel fence post at 25.00 feet in all 697.95 feet to an iron pin; thence South 03 degrees 59 minutes 10 seconds West 353.00 feet to an iron pin; thence North 86 degrees 00 minutes 50 seconds West passing a steel fence post at 677.27 feet in all 702.27 feet to the point of beginning, containing 5.67 acres more or less.

Being part of the same property conveyed to D. Stevens, Trustee, with full power to sell, mortgage or otherwise convey without the joinder or disclosure of any beneficiaries, by deed from Jacey A. Moore, Jr., a single person, of record in Book 5987, page 570, Register's Office for Davidson County, Tennessee.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED



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

RECEIVED OF _____

FOR _____

BOOK 10003 PG 139

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 37500.00
CON TX 138.75
PRFEE 1.00
WDEED 16.00
TOTAL 155.75
CHECK 155.75
04/03/96 01 13:34 0001 6175

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0167353
IDENTIF. # REFERENCE

96 APR -3 PM 1:28
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 1024170