BOOK 10052 PG 4

Prepared by and mail to: A. Harrison Johnson, Jr.
Attorney at Law
Suite 600, 49 Music Square West
Nashville, TN 37203

WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mark C. Black and wife, Margo M. Black	SAME	132-5/169
(NAME)	(NAME)	
4221 Savannah Place		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 372		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $221,993.45.

Subscribed and sworn to before me, this the 15th day of May, 1996.

Mark C Black
Affiant

My Commission Expires: 03-22-97

Michele M. Cooper
Notary Public

(Affix Seal)

(FOR REGISTER'S USE)

96 MAY 15 PM 2:41

0182423

IDENTIF. & REFERENCE

FOR AND IN CONSIDERATION of the sum of TEN ($10.00) DOLLARS and other good and valuable considerations, the receipt of which from the undersigned **MARK C. BLACK and wife, Margo M. Black** (the "Grantees" herein) is hereby acknowledged, the undersigned **DUDLEY WARNER PROPERTIES, LLC**, a Tennessee limited liability company (the "Grantor" herein), has this day bargained and sold, and does hereby transfer and convey unto the said **MARK C. BLACK and wife, Margo M. Black** (the "Grantees" herein) and to their heirs, administrators, successors and assigns, all of its right, title and interest in and to the following real estate in Davidson County,

Tennessee, as follows: BOOK 10052 PG 5

Land in Davidson County, Tennessee, being Lot(s) No(s). 4 on the Plan of Jewell Estates, as of record in Plat Book 9700, page 14, Register's Office for Davidson County, Tennessee; together with a nonexclusive private easement for ingress and egress over and upon a private driveway to be constructed over and upon the strip of land running from the Savannah Place road frontage of Lot 5, Jewell Estates, back to the residences being/to be constructed upon said Lot 5 of Jewell Estates [said easement for ingress and egress shall be limited to a length of 90 feet, running parallel with and along the southerly line of Lot 4 and the southerly line of Lot 5, and its width shall be limited to that width of the driveway, as constructed on Lot 5, except that at that place where the driveway on Lot 5 would intersect with Grantees' planned driveway on Lot 4 (if extended), Grantees shall be permitted to extend their driveway over and upon Lot 5 for the sole purpose of connecting their driveway with that of Lot 5] (the "Driveway Easement" herein); provided, however, that the Grantees shall not construct or extend any driveway over and upon Lot 5, unless such extension is of the same materials, width and construction as that of the driveway selected by the owners of Lot 5.

Being part of the property conveyed to:

Lot No.	Grantor	Grantee	Book/Page
1.	Hoffman, Ira L. etux	Warner, Dudley etux	5905/549
	George, David W. etux	Warner, Dudley	7002/741
	Shelby, Bille E.	Warner, Dudley II	5836/988
2.	Hoffman, Ira L. etux	Warner, Dudley etux	5905/549
3.	Hoffman, Ira L. etux	Warner, Dudley etux	5905/549
4.	Hoffman, Ira L. etux	Warner, Dudley etux	5905/549
	Richey, Jan P. etux	Warner, Dudley,II	5860/951
5.	Hoffman, Ira L. etux	Warner, Dudley etux	5905/549
	Richey, Jan P. etux	Warner, Dudley,II	5860/951

by deeds of record in the above Books and Pages in the Register's Office for said County.

Said Lot 4 is improved property, known as No. 4221 Savannah Place, Nashville, Tennessee 372__.

Grantees agree for themselves, their heirs, administrators, successors and assigns, that they will pay for upon demand and contribute to the upkeep, the care, maintenance, repair and replacement of the said Driveway Easement, by paying and/or reimbursing the owners of Lot 5, Jewell Estates, for one-third of

their actual costs incurred by them (as the owners of Lot 5 may determine in their discretion) in the said upkeep, care, maintenance, repair and replacement of the Driveway Easement. This covenant shall run with the land of Lot 4 and shall be binding upon all owners of Lot 4 and shall inure to the benefit of the owners of Lot 5, Jewell Estates, for a period of 50 years from the date hereof, and may be extended thereafter for four additional 25 year periods, at the option of the owners of Lot 4. The Owners of Lot 5 shall give written notice to the owners of Lot 4, describing with particularity their said actual costs and when they were incurred, within 90 days after the upkeep, care, maintenance, repair or replacement has occurred. The parties agree that this lien is in the nature of the liens which are governed by the terms, conditions and provisions of Title 66, Chapter 11, Tennessee Code Annotated. Since this Driveway Easement is appurtenant to and serves Lot 4, the parties have agreed that the terms, conditions and provisions of Title 66, Chapter 11, Tennessee Code Annotated, shall govern the parties in the procedures and processes which are necessary to be followed in the collection of such one-third share of actual expenses and the enforcement of the lien that would arise from non-payment. The lien which this charge creates shall always be a subordinate lien to that of any present or future deed of trust or mortgage loan placed against Lot 4, whether now existing or in the future, including any extensions, modifications, refinancings or amendments thereof.

Further, this conveyance is subject to:

1. 1996 taxes, which have been prorated and assumed by Grantee.

2. Matters shown on any Plans or Plats of record.

3. All matters of record, and any restrictive covenants, including those shown on Book 1786, page 501, and in Book 1969, page 609, and in Book 2154, page 458, and in Book 3529, page 623, said Register's Office and any sewer easements, including that of record in Book 4100, page 127, said Register's Office.

4. The Grantor does hereby reserve a private utility easement for purposes of installation, maintenance, replacement and servicing of and for a water line and/or gas line (or lines), for the use and benefit of the owner and/or owners of Lot 5, said Jewell Estates (4225 and 4227 Savannah Place), and for their heirs, administrators, successors and assigns; said easement shall be 10 feet in width, and shall run along and abut to the north of the southerly margin of said Lot 4, which has a bearing and distance of "North 89 degrees, 37 minutes, 56 seconds West 253.16 feet" [as shown on the said Plat of record in Book 9700, page 14, said Register's Office], for the entire distance of 253.16 feet, from the southwesterly line of said Lot 4 to the southeasterly line of said Lot 4 [the "Private Water Line Easement"]. Grantor may, at

some future date, transfer the said Private Water Line Easement to the Metropolitan Government of Nashville and Davidson County, Tennessee ("Metro"), and if requested, the Grantees shall join in the conveyance of the Private Water Line Easement to Metro, on Metro's standard form of water line easement.

5. Deed of trust to E. Wayne Hood, Trustee, securing an indebtedness to The Bank of Nashville, of record in Book 9931, page 78, said Register's Office.

TO HAVE AND TO HOLD the said interest in said real estate, with the appurtenances, estate, title and interest thereto belonging to the said **MARK C. BLACK and wife, Margo M. Black** (the "Grantees" herein) and to their heirs, administrators, successors and assigns, forever.

And the Grantor does covenant with the said Grantees that it is lawfully seized and possessed of said interest in said real estate in fee simple; has a good right to convey it, and the same is unencumbered, except as herein set forth.

And Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said interest in said real estate to the said Grantees, their heirs, administrators, successors and assigns against the lawful claims of all persons.

Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders. The terms and conditions hereof shall inure to the benefit of and bind the heirs, administrators, successors and assigns of the parties hereto.

Witness our hands this 15th day of May, 1996.

DUDLEY WARNER PROPERTIES, LLC,
a Tennessee limited liability company

By: Dudley Warner, Chief Mgr.
Dudley Warner, its Chief Manager

Mark C. Black
Mark C. Black

Margo M. Black

Margo M. Black

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named bargainors, Mark C. black and wife, Margo M. Black, 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 and seal at Nashville, Tennessee, this 15th day of May, 1996.

Michelle M Cooper

NOTARY PUBLIC

MY COMMISSION EXPIRES: 03-22-97.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, a notary public in and for said State and County, duly commissioned and qualified, personally appeared Dudley Warner (also known as Dudley Warner II), with whom I am personally acquainted (or proved to me on satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of DUDLEY WARNER PROPERTIES, LLC, a Tennessee limited liability company, the within named bargainor, a Tennessee limited liability company, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

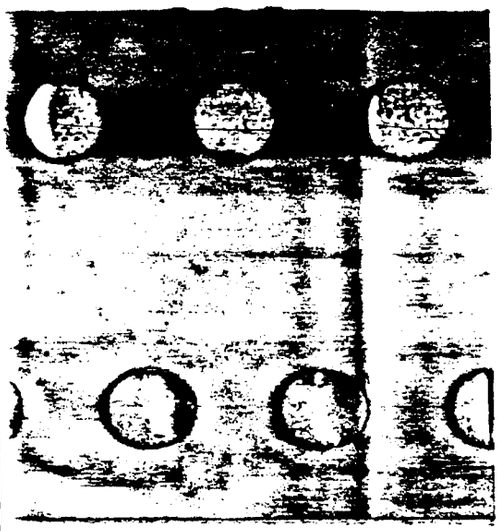
WITNESS my hand and seal at Nashville, Tennessee, this 15th day of May, 1996.

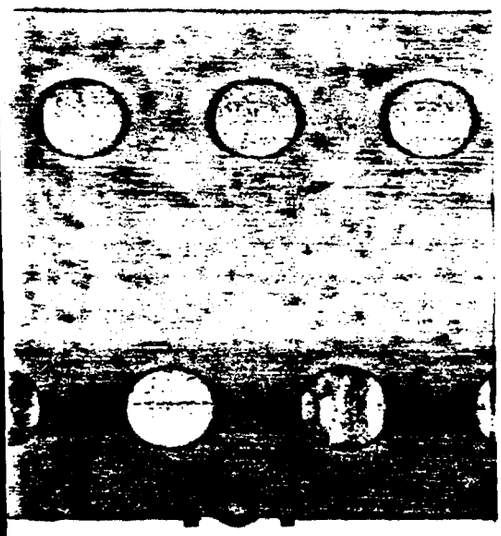
Michelle M. Cooper

NOTARY PUBLIC

MY COMMISSION EXPIRES: 03-22-97.

2364 05/15 2:01 13CHECK 342.40





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

RECEIVED OF _____

FOR _____

BOOK 10052 PG 9

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

CART
221993.45
DON TX 821.40
PRFEE 1.00
MTEED 20.00
TOTAL 842.40
CHECK 842.40

05/16/96 01 14:13 0001 2364

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0182423
IDENTIF. # REFERENCE

96 MAY 16 PM 2:41
REGISTER
DAVIDSON COUNTY, TN.

No. 1040326