THIS INSTRUMENT PREPARED BY: BOOK 10183 PG 320

JOHN T. COOK, ESQ.
2927 Berry Hill Drive
Nashville, Tennessee 37204

96 SEP -9 AM 10:50
REGISTER
DAVIDSON COUNTY, TN.

14A
0222630
IDENTIFICATION

ADDRESS NEW OWNER AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NOS.
Michael Allen Smith 3505 Belmont Blvd. Nashville, TN 37215	NationsBanc Mortgage Corp. 2059 Northlake Parkway Tucker, GA 30084	Part of Map 117-12 Parcel 14 16DA-01816

WARRANTY DEED

5676 09/09 0101 03CHECK 1567.00

For and in consideration of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, **HAROLD D. MITCHELL and wife, PATSY S. MITCHELL**, hereinafter called the Grantors, have bargained and sold, and by these presents do transfer and convey unto **MICHAEL ALLEN SMITH, unmarried**, hereinafter called the Grantee, his heirs and assigns, certain land in Davidson County, State of Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee being Lot 9 on the Plan of Noel's Subdivision of Watkins Grove, not of record, being more particularly described as follows:

Beginning at a point lying on the westerly margin of Belmont Boulevard, said point lying 355 feet, more or less, from the southerly margin of Woodmont Avenue, thence running with the said margin of Belmont Boulevard South 2° 18' West, a distance of 200.00 feet, more or less, to a point; thence, leaving said margin of Belmont Boulevard and running with the common line of Lots 9 and 10 on the Plan of Noel's Subdivision of Watkins Grove North 87° 42' West, a distance of 200.00 feet, more or less, to the common corner of Lots 9, 10, 25 and 26 on said Plan of Noel's Subdivision of Watkins Grove; thence running with the common line of said Lots 9 and 26 North 2° 18' East, a distance of 200.00 feet, more or less, to the common corner of Lots 8, 9, 26 and 27 on said Plan of Noel's Subdivision of Watkins Grove; thence running with the common line of said Lots 8 and 9 South 87° 42' East, a distance of 200.00 feet, more or less, to the point of beginning, containing 0.92 acres.

TOGETHER WITH AN EASEMENT over a portion of Grantors' remaining property known as Lot 26 on the Plan of Noel's Subdivision of Watkins Grove, not of record, the area being subjected to said easement being more particularly described as follows:

Beginning at the southwest corner of the above described Lot 9, thence running with the southerly line of Lot 26 on the Plan of Noel's Subdivision of Watkins Grove, North 87° 42' West, a distance of 75.00 feet, to a point; thence, along an existing wooden privacy fence along a line crossing through the said Lot 26, North 2° 18' East, a distance of 200.00 feet, more or less, to a point in the northern line of the said Lot 26; thence, running with the northern line of the said Lot 26, South 87° 42' East, a distance of 75.00 feet, to the northwest corner of the said Lot 9; thence, running with the common line of said Lots 9 and 26 South 2° 18' West, a distance of 200.00 feet, more or less, to the point of beginning.

Being part of the same property conveyed to Harold D. Mitchell and wife, Patsy S. Mitchell by deed from William Everett Hunt and wife, Betty Owens Hunt, of record in Book 4237, page 217, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, his heirs and assigns, forever; and Grantors do covenant with the said Grantee that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered; and they do further covenant and bind themselves, their successors and assigns, to warrant and forever defend the title to the said land to the said Grantee, his heirs and assigns, against the lawful claims of all persons whomsoever.

The above described easement (hereinafter the "Easement Area") is granted and conveyed as an appurtenant and exclusive easement to serve the said Lot 9 for the purpose of general use, occupancy,

management, activity, possession and control over, across, through, above and under the said Easement Area. It is intended that said easement be all encompassing and complete so as to give the Grantee, his heirs, successors and assigns absolute control and discretion over the Easement Area. This easement shall include, without limitation, (1) the right to have exclusive access through, over and across the Easement Area, (2) the right to exclude Grantors and their heirs, successors and assigns from the Easement Area, (3) the right to construct and maintain such improvements or structures on the Easement Area as Grantee sees fit, and (4) the right to generally occupy and use the Easement Area as the Grantee, in his sole discretion, sees fit. Notwithstanding the above, prior to the commencement of any construction in the Easement Area which requires the issuance of a building permit, the Grantee agrees that he shall consult with the Grantors and their heirs, successors and assigns in order to receive their consent as to the improvements proposed to be made on the Easement Area, which consent shall not be unreasonably withheld. The Grantors, for themselves and their heirs, successors and assigns, agree to join in and execute any application or other documentation required by the appropriate governmental officials for the issuance of any building permit required for such improvements, provided the Grantee pays all fees and expenses charged for the building permit. In consideration of receipt of the rights set forth above in and to the use and occupancy of the Easement Area, the Grantee, for himself and his successors, heirs and assigns, agrees that he shall indemnify and hold harmless the Grantors, their successors, heirs and assigns, from and against all claims for damage or injury arising out of activities or conditions on the Easement Area. Grantee further covenants and agrees to provide and pay for a general liability insurance policy which names the owner(s) of Grantors' remaining property as described in a deed of record in Book 4237, page 217, Register's Office for Davidson County, Tennessee as an additional insured. The covenants and agreements contained herein shall be deemed to run with and be binding upon the land. The Grantee has joined in the execution of this deed to express his consent and agreement to the terms hereof and further to agree that the terms and agreement contained herein shall run with the land and shall benefit and be binding upon his heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantors and Grantee have executed this instrument this 5th day of September, 1996.

Harold D. Mitchell

Patsy S. Mitchell

Michael Allen Smyth

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $420,000.00.

Affiant

Subscribed and sworn to before me this
5th day of September, 1996.

Notary Public
My commission expires: 7/24/97

JOHN T. COOK
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TN

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 Harold D. Mitchell and wife, Patsy S. Mitchell, the 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 and official seal at Nashville, Tennessee, this 5th day of September, 1996.

NOTARY PUBLIC
My Commission Expires: 7/24/97

JOHN T. COOK NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

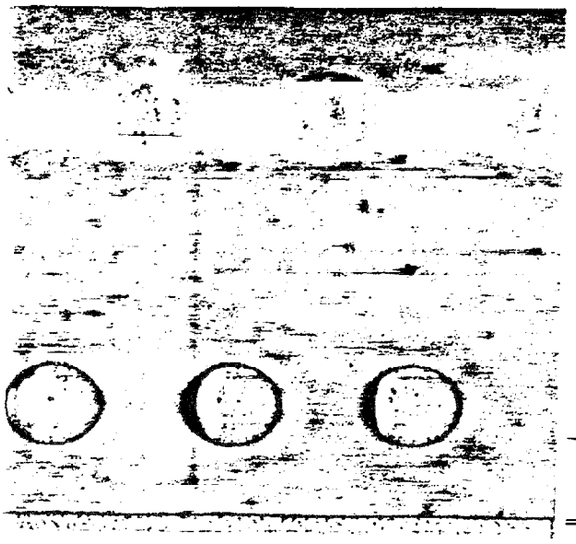
Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Michael Allen Smyth, unmarried, the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

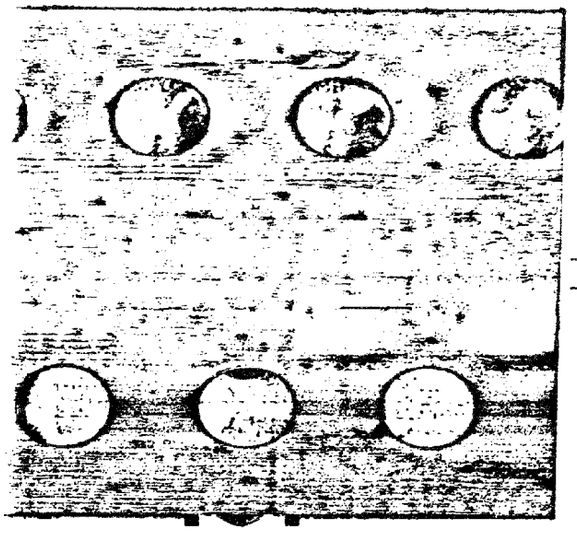
WITNESS my hand and official seal at Nashville, Tennessee, this 5th day of September, 1996.

JOHN T. COOK NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
My Commission Expires: 7/24/97

2MITCHELL.WD





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

RECEIVED OF _____

FOR _____

BOOK 10183 PG 323

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 420000.00
				CON TX 1554.00
				PRFEE 1.00
				WDEED 12.00
				TOTAL 1567.00
				CHECK 1567.00
09/09/96		01		10:53 0001 5676

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0222630
IDENTIF. & REFERENCE

96 SEP -9 AM 10:50
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1028165