0253785

IDENTIF. & REFERENCE

14-A

PREPARED BY (AND RETURN TO):

WILKINS & IVEY
Attorneys At Law
2405 Crestmoor Road; P.O. Box 150157
Nashville, Tennessee 37215-0157
Ph. (615) 298-3312 - Fax. 292-8746

96 DEC -9 AM 8:52

REGISTER
DAVIDSON COUNTY, TN.

W & I Ref: (jb) Title No: 38304
Dav. Co. File: ~~Box 8~~

BOOK 10284 PG 152

ADDRESS NEW OWNER:	RESPONSIBLE FOR TAX PAYMENT:
Adex Corporation 2919 Berry Hill Drive Nashville, TN 37204	SAME

TAX MAP-PARCEL NUMBERS: 159-1-62

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Daniel W. Drake, married,** hereinafter called the **Grantor,** has bargained and sold, and by these presents does hereby transfer and convey unto **Adex Corporation, a Tennessee Corporation,** hereinafter called the **Grantee,** Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

LAND in Davidson County, Tennessee being Lot No 92 on the Plan of Hound's Run, a Planned Unit Development, of record in Plat Book 6900, Page 167-171, in the Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description thereof.

BEING part of the same property conveyed to Daniel W. Drake, a married man by deed from Adex Corporation, a Tennessee Corporation of record in Book 9601, Page 174, Register's Office for Davidson County, Tennessee.

Description Reference: The description is the same as that used in the last deed prior to this transaction..

Imposition of Restrictions and Reservation of Easement

As part of the consideration for this sale and conveyance, the aforesaid Lot 92 (the "Servient Tenement") shall be subject to certain restrictions which shall run with the land and be binding on the Grantee, Grantee's heirs and/or successors and assigns; said restrictions being hereby declared to be appurtenant to and for the benefit of other property of Grantor, Grantor's heirs and assigns, said property known as Lot 86 on the Plan of Otterwood, Section 1, (the "Dominant Tenement") as of record in Book 6900, Page 590, Register's Office for Davidson County, Tennessee. The portion of the said Lot 92 which is affected by such restrictions (the "Restricted Area") shall be that area which comprises the rear (southwesterly) portion as measured from the center line of a creek running northwest to southeast across said Lot 92 at the approximate location of a 25 feet public utility and drainage easement crossing said property. The restrictions which shall apply are as follows:

No construction or installation of houses, pools, out buildings, storage buildings, garages, tennis courts, golf practice areas, tree houses, or commercially manufactured recreational equipment shall be allowed or permitted in the Restricted Area.

The Grantor further reserves to Grantor, Grantor's heirs and assigns, a permanent landscape easement, appurtenant to said lot 86, upon the westerly thirty feet of Lot 92, said easement extending from the center line of the aforesaid creek southwardly to the rear property line of said Lot 92. Grantor shall have the exclusive right in this easement area to plant, remove, cut and otherwise maintain such vegetation and to create such landscaping as Grantor may wish.

These restrictions and the reservation of easement shall bind Grantee, Grantee's heirs and/or successors and assigns, and shall inure to the benefit of Grantor, Grantor's heirs and assigns. In the event of violation of the stated restrictions or of the easement rights herein created, the owner of the Dominant Tenement shall have the right to bring action to enforce the restrictions and easement rights through injunctive relief or through recovery of damages for the breach, or both. In the event of an enforcement action, the enforcing party may recover costs of enforcement, including attorney's fees. The acceptance and recording of this deed by the Grantee shall be deemed to be an acceptance of the conditions and limitations contained herein.

The property herein conveyed is further subject to the restrictive covenants, liens and other matters set forth in Book 7079, Page 995, Book 7238, Page 736, Book 7826, Page 995, said Register's Office, and to the matters set forth in the referenced Plan of record.

Heidi Drake, spouse of Daniel W. Drake, joins in the conveyance for the sole purpose of waiving any marital interest she might have in the subject property.

This is improved property, known as: 1441 Beddington Park, Nashville, Tennessee 37215

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, Grantee's heirs or assigns, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seised and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out.

GRANTOR FURTHER COVENANTS and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS THE EXECUTION HEREOF this 5th day of December, 1996.

Daniel W. Drake

Heidi Drake

State of Tennessee
County of Davidson

BOOK 10284 PG 154

On this 5th day of December, 1996, before me the undersigned authority, personally appeared **Daniel W. Drake and Heidi Drake**, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged the execution as a free act and deed.

My Commission Expires: _____ Notary Public

PERCY WILKINS, JR. NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.
EXP. 5-28-2000

State of Tennessee
County of Davidson

A F F I D A V I T

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is: $ 42500.00

Jamie Bradshaw
Affiant

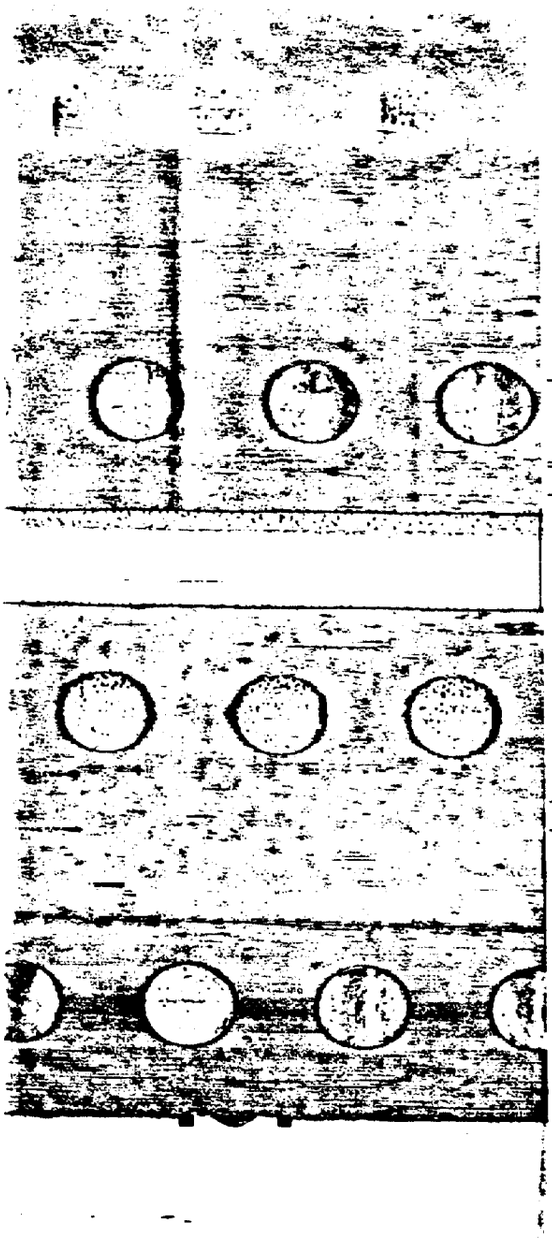
Sworn and subscribed before me on the 5th day of December, 1996.

DEBORAH H. BERRIE NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.
My Commission Expires JULY 25, 1998

Deborah H Berrie
Notary Public

My Commission Expires: _____

3290 12/09 0101 03CHECK 170.25



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

RECEIVED OF _____

FOR _____

BOOK 10284 PG 155

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 42500.00
CON TX 157.25
PRFEE 1.00
WDEED 12.00
TOTAL 170.25
CHECK 170.25

12/09/96 01 08:53 0001 3290

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0253785
IDENTIF. & REFERENCE

96 DEC -9 AM 8:52
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1095932