14A
11324-1

THIS INSTRUMENT PREPARED BY:

BOOK 10400 PG 346

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

ADDRESS NEW OWNER AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NOS.
James Lagerquist 3509 Gondola Drive Antioch, TN 37013	Inland Mortgage Corp. 400 Interstate N. Parkway Suite 580 Atlanta, GA 30339	150-3-234

WARRANTY DEED

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, **KATHY D. NICHOLLS and husband, DAVID JOHN NICHOLLS**, hereinafter called the Grantors, have bargained and sold, and by these presents do transfer and convey unto **JAMES LAGERQUIST, 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 112A on the Plan of Chelsea of Priest Lake, Zone Lot Division of Lots 109 through 114, Section 2-A of record in Book 6250, page 423, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description of the property.
>
> TOGETHER WITH AN EASEMENT over adjoining property owned by Beazer Homes Corp. dba Phillips Builders, the area which is subject to said easement being more particularly described as follows:
>
> Beginning at the northwest corner of the above described Lot 112A, thence running with the westerly line of Lot 112A, South 16° 52' 49" West, a distance of 140.84 feet, to the southwest corner of the said Lot 112A; thence, leaving the said Lot 112A, North 85° 20' 45" West, a distance of 16.00 feet to a point; thence North 16° 52' 49" East, a distance of 140.84 feet to a point; thence, South 85° 20' 45" East, a distance of 16.00 feet to the point of beginning.
>
> Being the same property conveyed to Kathy Dickson, the said Kathy Dickson having since married and now being Kathy D. Nicholls by deeds from Frank P. Roberson, Jr. and wife, Laura Jean Roberson, of record in Book 9583, page 92, Register's Office for Davidson County, Tennessee, and to Kathy D. Nicholls and husband David John Nicholls from Beazer Homes Corp. dba Phillips Builders by deed or easement of record in Book 10400, page -342-, said Register's Office.

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 heirs, 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 112A 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. 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 and Beazer Homes Corp. dba Phillips Builders, their successors, heirs and assigns, from and against all claims for damage or injury arising out of

activities or conditions on the Easement Area. 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 agrees that the terms and agreement contained herein shall run with the land and shall benefit and be binding upon his heirs, successors and assigns.

The said David John Nicholls has joined in the execution of this deed to convey his ownership interest in and to the easement described above and he joins in the warranty related to said easement. The said David John Nicholls does not own any interest in the above described Lot 112A. However, he joins in the execution of this instrument for the purposes of conveying or transferring any and all interest he has or may have in and to said property, especially his marital interests, but he does not join in the warranty of title to the said Lot 112A.

IN WITNESS WHEREOF, the Grantors and Grantee have executed this instrument this 28th day of March, 1997.

Kathy D. Nicholls
KATHY D. NICHOLLS

David John Nicholls
DAVID JOHN NICHOLLS

James Lagerquist
JAMES LAGERQUIST

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $78,900.00.

James Lagerquist
Affiant

Subscribed and sworn to before me this
28th day of March, 1997.

Notary Public
My commission expires: 7/24/97

JOHN T. COOK
NOTARY PUBLIC AT LARGE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 10403 PG 348

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named KATHY D. NICHOLLS and husband, DAVID JOHN NICHOLLS, 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 28th day of March, 1997.

JOHN T. COOK NOTARY PUBLIC AT LARGE

NOTARY PUBLIC
My Commission Expires: 7/24/97

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 JAMES LAGERQUIST, 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 28th day of March, 1997.

JOHN T. COOK NOTARY PUBLIC AT LARGE

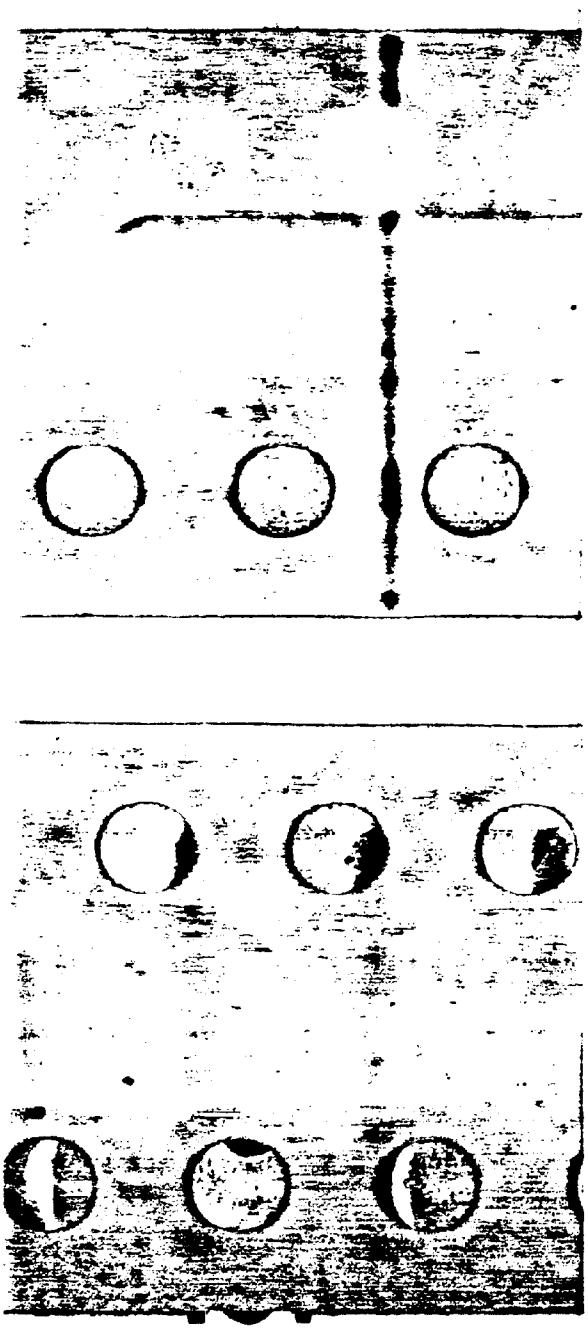
NOTARY PUBLIC
My Commission Expires: 7/24/97

NICHOLS.WD

4065 04/02 0101 03[illegible] 304.50

0289555
IDENTIF. & REFERENCE

97 APR -2 AM 8:47
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 10400 PG 349

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 78000.00
CO TX 291.93
PRFEE 1.00
WDEED 12.00
TOTAL 304.93
CHECK 304.93

04/02/97 01 08:49 0001 4065

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0289555
IDENTIF. ↑ REFERENCE

97 APR -2 AM 8:47
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1134333