0433295

IDENTIF. # REFERENCE

BOOK 10914 PG 548

BOX 11

98 MAY -4 PM 4:17

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN.

State of Tennessee
County of Davidson

The actual consideration or value, whichever is greater, for this transfer is:
$134,345.00

Affiant

Sworn and subscribed before me on
April 29 1998

Notary Public

My commission expires:

ADDRESS OF NEW OWNER	RESPONSIBLE FOR TAXES	MAP-PARCEL NUMBERS
Carl Jones 50 Park Crescent Circle Nashville, TN 37215	Same 1314 5th Ave N Nashville, TN 37208	7DA-91599 131-06-0-C 045.00 CO

SPECIAL 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 **James A. McKanna and spouse, Vivien A. Casagrande,** hereinafter called the **Grantors**, have bargained and sold, and by these presents do hereby convey, subject to the limitations herein contained, unto **Carl Enoch Jones**, 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.78 as shown on the Plat of Burton Hills Estates, Tract 9, of record in Book 6250,Page 596, Register's Office for Davidson County, Tennessee, to which Plat reference is hereby made for a more complete description of said lot.

Being the same property conveyed to Grantors by Deed from Burton Hills Properties, a Kentucky general partnership, of record in Book 7753, Page 867, said Register's Office.

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

This conveyance is subject to the following exceptions to title:

1. Property taxes to the Metropolitan Government for the current year. Grantee has been given a credit against the purchase price for Grantor's estimated share and the payment of said taxes shall be by Grantee.
2. Declaration of Restrictions of record in Book 6326, Page 588, said Register's Office.
3. Declaration of Covenants, Conditions and Restrictions of record in Book 6517, Page 522, as amended in Book 6691, Page 593, Book 6778, Page 532, Book 6778, Page 536, Book 6911, Page 120, Book 7046, Page 520, and Book 7076, Page 691, all in said Register's Office.
4. Declaration of Covenants, Conditions and Restrictions, Burton Hills Estates, of record in Book 6644, Page 23, and amended in Book 6917, Page 730, said Register's Office.
5. Charter of Burton Hills Homeowners Association, Inc., dated March 5, 1985, of record in Book 6517, Page 505, as amended in Book 6921, Page 216, said Register's Office.
6. Charter of Burton Hills Recreational Association, Inc., dated March 5, 1985, of record in Book 6517, Page 511, as amended in Book 6921, Page 214, said Register's Office.
7. Charter of Burton Hills Estate Association, Inc., dated August 16, 1985, of record in Book 6665, Page 1, said Register's Office.

8. Sanitary Sewers and/or storm drainage easement and two 10 foot temporary construction easements conveyed by deed from David Lipscomb College to Metropolitan Government of Nashville and Davidson County, Tennessee, dated November 11, 1968, of record in Book 4298, Page 491, said Register's Office.
9. Agreement by and between Burton Hills Properties, a general partnership, and the Nashville and Davidson County Metropolitan Planning Commission, dated December 14, 1984, of record in Book 6470, Page 383, said Register's Office.
10. Agreement by and between Burton Hills Properties, a general partnership, and the Nashville and Davidson County Metropolitan Planning Commission, dated August, 1985, of record in Book 6655, Page 47, said Register's Office.
11. All matters shown on the Plat of record in Book 6250, Page 978, said Register's Office.
12. All matters as shown on the Plat of Burton Hills, Tract 9, of record in Book 6250, Page 596, said Register's Office.

Reservation of Easements

Grantor expressly reserves to Grantor, Grantor's heirs, executors, administrators, personal representatives and assigns, certain easements in and to the above described property, said easements being described and defined as follows:

Easement Area - The portion of said Lot No.78 which is subject to the easements reserved herein is described as that portion of said lot which lies north of the following line: Beginning at the easterly corner of Lot 78 on the Park Crescent Circle cul-de-sac where it abuts Lot 77 (point "A") running twenty feet along the curb of the cul-de-sac to point "B" and then running straight approximately two hundred-forty feet to the northwesterly corner of Lot 78 where it shares a common corner with Lots 73 and 74; said line being further described as the dashed line following the course from points "A" to "B" to "C" on the detail attached to this document.

Easement Descriptions - The easement rights are described as follows:

1. Buffer Zone Easement - The property within the Easement Area is designated as a buffer zone between Lot 78 and the property to which the easements are appurtenant. No fence or barrier higher than two feet may be erected and no tree or other vegetation having a trunk with a circumference greater than five inches may be trimmed or removed without approval of the owner of Lot 78 and the owner(s) of the property to which the easements are appurtenant. Except as limited by the landscape easement contained herein, the planting of trees or high hedges is permitted.

2. Landscape Easement - That portion of the Easement area lying north of the minimum building setback line, east of the driveway, the driveway itself and including a ten-foot wide shoulder along the west side of the driveway is subject to a landscape easement. Within these areas, the owner(s) of the property to which the easements are appurtenant shall have the exclusive right and duty to plan, install, and maintain landscaping, including, but not limited to, ground cover, flowers, shrubs and evergreen hedges.

3. Driveway Easement - Grantor reserves the right-of-way and the right to construct and maintain a driveway running from the property to which the easements are appurtenant (described below) through the Easement Area to the Park Crescent Circle cul-de-sac.

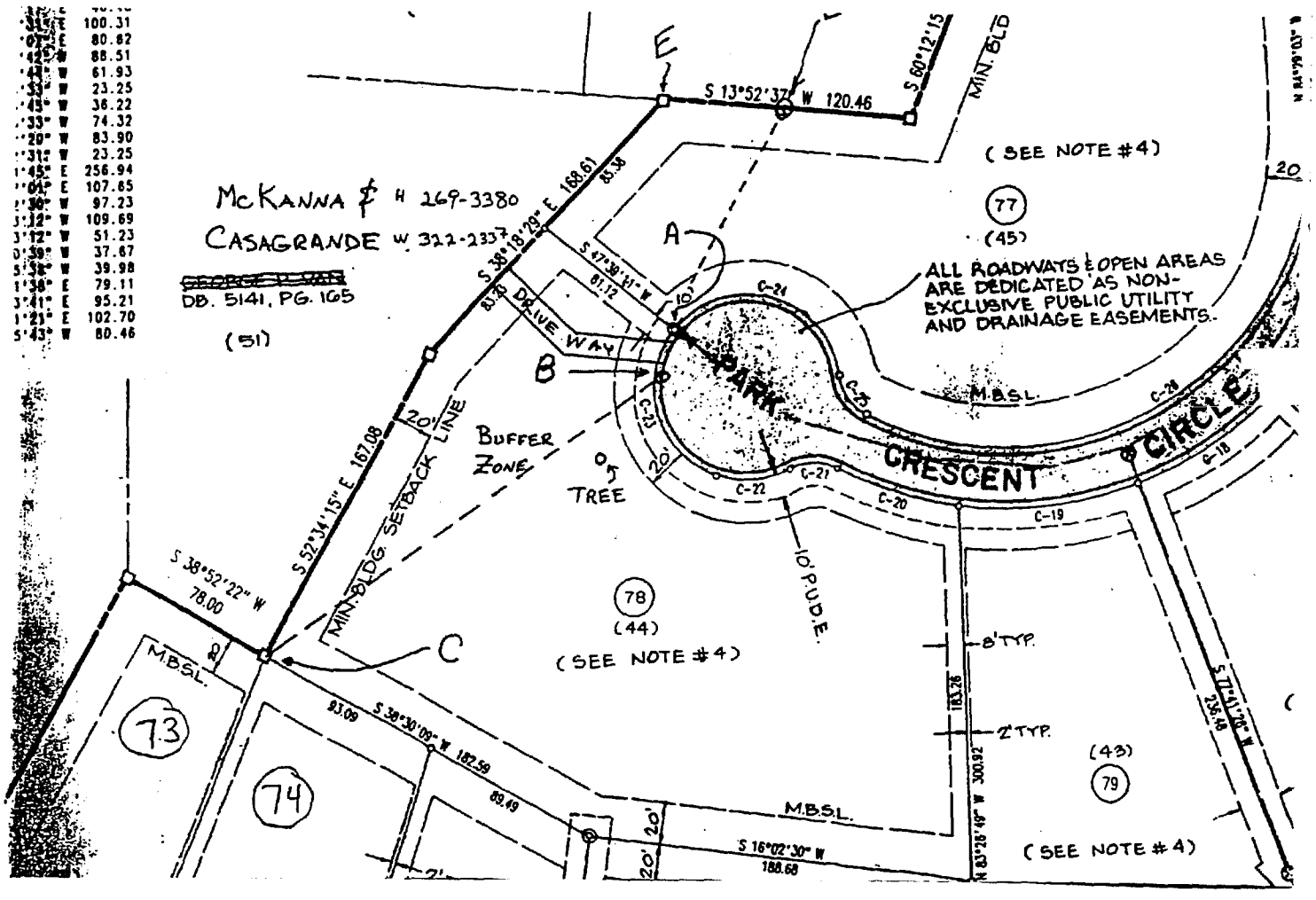
4. Driveway - Grantee is aware that Grantor has secured permission from Burton Hills Properties for the installation of a driveway from the property to which the easements are appurtenant across Lot 78 to the northerly right-of- way of Park Crescent Circle,

and by acceptance of this deed agrees to make no objection to such installation.

The easements created hereby shall run with the land and shall be binding upon Grantee, Grantee's heirs, executors, administrators, personal representatives and assigns; shall inure to the benefit of Grantor, Grantee's heirs, executors, administrators, personal representatives and assigns; and shall run with and be appurtenant to Grantor's adjoining lands which are described as Lots 4 and 5 on the Plan of Seven Hills, Section 5, of record in Book 2854, Page 108, the said property having been acquired by Grantor by deed from George P. Van and wife, Jenine Van, of record in Book 6701, Page 824, all in the said Register's Office. The easements and easement rights are declared to be severable, and in the event that one or more easement provisions shall be determined to be void, unlawful or unenforceable for any reason, the remainder of the easement provisions shall remain in full force and effect.

This is unimproved property, known as: 50 Park Crescent Circle, Nashville, Tennessee 37215

EASEMENT AREA DETAIL



TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest there to 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.

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

GRANTOR FURTHER COVENANTS and binds Grantee, 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 on April 29, 19 98.

James A.McKanna

Vivien A. Casagrande

State of Tennessee
County of Davidson

On April 29, 19 98, before me the undersigned authority, personally appeared James A.McKanna and Vivien A.Casagrande, 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: 7/24/99

Notary Public

My Commission Expires JULY 24, 1999

PROMISSORY NOTE AND LAND CONTRACT SUBJUGATION

The SPECIAL WARRANTY DEED above, on four pages initialed by Grantors ("Vendors") and Grantee ("Vendee"), is the document referenced in the LAND CONTRACT executed by Vendors and Vendee on this date; it contains each, all and only Easements and Covenants agreed to by Grantor and Grantee. This SPECIAL WARRANTY DEED will be executed and duly filed upon payment in full of the LAND CONTRACT PROMISSORY NOTE, thereby fulfilling the LAND CONTRACT executed by Grantors ("Vendors") and Grantee ("Vendee") on this 11 th day of October, 1996.

IN WITNESS WHEREOF the parties to this instrument sign their names on this 11 th day of October, 1996.

VENDEE

Carl Enoch Jones

VENDORS

James A. McKanna

Vivien A. Casagrande

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Esta Stitt, *a Notary Public in and for said County and State,* Carl Enoch Jones and James A. McKanna and Vivien A. Casagrande, *the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee, *this* 11 *th day of* October, 1996.

ESTA H. STITT NOTARY PUBLIC AT LARGE HUMPHREYS COUNTY

Notary Public

Commission expires 7-12-98

96084 05/04 0101 03CHECK 514.07

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

RECEIVED OF _____

FOR _____

BOOK 10914 PG 552

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	134345.00
			CON TX	497.07
			PRFEE	1.00
			WDEED	16.00
			TOTAL	514.07
			CHECK	514.07

05/04/98 01 16:20 0001 2384

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0433295
IDENTIF. # REFERENCE

98 MAY -4 PM 4:17

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1288452