STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

BOOK 11002 PAGE 25

The actual consideration or value, whichever is greater, for this transfer is $ 45,975.00.

Affiant

This instrument was prepared by:

Russell J. McCann
Sidwell & Barrett, P.C.
121 First Avenue South, Suite 200
Franklin, TN 37064

Subscribed and sworn to before me on this 25 day of June, 1998.

Notary Public

My commission expires: 9-11-2001

RUSSELL JOHN McCANN NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TENN.

Address New Owner as Follows:

Fred A. Martin
214 Old Hickory Blvd #80
Nashville, TN 37221

Send Tax Bills to:

same

Map-Parcel Numbers

89- 7- 8D 13000

PICK-UP

98 JUL -1 PM 3:

0457807

IDENTIFIER & REFERENCE

WARRANTY DEED

For and in consideration of the sum of Ten and No/100 ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WILLIAM E. KANTZ, JR. (hereinafter referred to as "Grantor"), has bargained and sold, and by these presents does transfer and convey unto Fred A. Martin, hereinafter called the Grantee, his (her) (their) heirs, successors, and assigns, a certain parcel of land in Davidson County, Tennessee, described as follows:

SEE EXHIBIT A
ATTACHED HERETO

Being the same property conveyed to William E. Kantz, Jr. by Deed from Lola K. Dale of record in Book 10994, page 495, Register's Office for Davidson County, Tennessee

This conveyance is made subject to:
1. 1998 taxes, which have been prorated and assumed by Grantee.

2. Restrictive covenants contained in EXHIBIT B, attached hereto.

3. Waterline easements granted to Harpeth Valley Utilities shown as of record on Book 5566, page 109, Book 5608, page 811, and Book 5942, page 501, Register's Office for Davidson County.

4. Easement of record in Book 1881, page 322 Register's Office for Davidson County.

5. Easements shown as of record on the Affidavit and attached Maps A, B, C, and D of record in Book 11001, page 983, Register's Office for Davidson County; the Private Roadway Easement of record in Book 11001, page 989, said Register's Office; the Temporary Access Easement of

record in Book 11002, page 1, said Register's Office; the Easement for Septic Field as of record in Book 11002, pages 5 to 9, said Register's Office. Easements shown in EXHIBIT C, if any, to this instrument.

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

IN WITNESS WHEREOF this document is executed this 25th day of June, 1998.

William E. Kantz

William E. Kantz, Jr.

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, WILLIAM E. KANTZ, JR., with whom I am personally acquainted, and who acknowledged that he executed this instrument for the purposes contained therein.,

Witness my hand, at office, this 25 day of June, 1998.

Notary Public

My Commission Expires: 4-11-2000

RUSSELL JOHN McCANN
NOTARY PUBLIC AT LARGE
WILLIAMSON COUNTY, TENN.

EXHIBIT A
FRED A. MARTIN

Being a parcel of land in the Second Civil District of Nashville, Davidson County, Tennessee located on the westerly margin of River Road being Lot No.4 of map A referenced on the first page of this deed, and being more particularly described as follows:

Beginning at an iron pin set in the westerly margin of River Road, said pin being Northerly 369.62 feet along said margin from the corner of George K. McCabe or record in Deed Book 9592, page 628, R.O.D.C.;

Thence, leaving said margin, with Lot No. 3, N73 degrees 33'45" W, 922.56 feet to an iron pin set;

Thence, N05 degrees 39'43"E, 445.28 feet to an iron pin set;

Thence, S74 degrees 24'13"W, 506.90 feet to an iron pin set;

Thence, with Lot No. 2, N80 degrees 49'36"W, 151.93 feet to an iron pin set;

Thence, N67 degrees 16'15"W, 302.09 feet to an iron pin set;

Thence, S19 degrees 22'01" W, 334.13 feet to an iron pin set in the northerly line of aforementioned McCabe;

Thence, with said McCabe, N68 degrees 54'34"W, 90.97 feet to an existing iron pin;

Thence, N73 degrees 00'23" W, 87.22 feet to an existing iron pin;

Thence, N77 degrees 37'10" W, 188.98 feet to an existing iron pin;

Thence, with the easterly line of Randolph Family Partners, L.P. of record in Deed Book 10084, page 485 R.O.D.C., N06 degrees 47'16" E, 345.23 feet to an iron pin set;

Thence, with Lot No. 5, S83 degrees 12'44"E, 352.69 feet to an iron pin set;

Thence, S67 degrees 16'15" E, 395.87 feet to an iron pin set;

Thence, S80 degrees 49'36" E, 135.01 feet to an iron pin set;

Thence, N74 degrees 24'13"E, 569.02 feet to an iron pin set;

Thence, S05 degrees 39'43" W, 477.01 feet to an iron pin set;

Thence, S73 degrees 33'45" E, 884.43 feet to an iron pin set in the westerly margin of River Road;

Thence, with said margin and a curve concave to the east having a central angle of 01 degrees 58'12", a radius of 1457.40 feet and a chord of S20 degrees 09'34"W, 50.11 feet for an arc length of 50.11 feet to the point of beginning containing 266,956 square feet or 6.13 acres, more or less, according to a survey made by Crawford Land Surveyors, P. C. dated April 24, 1998.

EXHIBIT B
FRED A. MARTIN

This Instrument Prepared By:

Russell J. McCann
Sidwell & Barrett, P.C.
121 First Avenue South
Franklin, TN 37064

COVENANTS

WHEREAS, William E. Kantz, Jr. purchased a larger parcel of land from Lola K. Dale, and he now conveys title of a portion of that land to the Grantee/Purchaser, subject to certain specific Affirmative and Negative Covenants, those Covenants and the specific lots affected being more specifically stated and described as follows:

One lot referred to as Lot 4, as shown on the Affidavit and attached Maps A, B, and C, and D named under item three on the first page of this Deed; having the following covenants:

Only one residence may be built per lot, said residence must have a minimum heated living area of Two Thousand square feet (2,000 ft. sq.). Mobile homes, modular homes, trailer homes, prefabricated homes or portable storage buildings are expressly prohibited.

The exterior covering of any home built must be a minimum of seventy percent (70%) brick, stone, dryvit, or log.

Homes, and other structures built must conform with all zoning restrictions.

The design, appearance, and location of any barn or livestock building built must be approved by a majority of the adjacent landowners.

Only wood "straight rail"fencing is permitted; straight rail being the type having three rails running parallel to the ground and held in place by posts. Boundary fencing is permitted only as shown on Map C of record as stated under item three of the first page of this Deed. Barbwire fencing is prohibited.

Double fence rows are not permitted, adjoining landowners shall share fences and shall prorata split the cost of construction and maintenance of shared fencing as detailed on the Affidavit and its Map C named under item three of the first page of this Warranty Deed. Fencing becomes shared when a landowner takes advantage or makes use of the fence. Landowners may install other types of fencing within their lots, but not along boundary lines.

Landowners may keep and maintain livestock, as defined below, on their individual parcels; livestock must be kept within the lot boundary or in a designated livestock area. Landowner may not keep livestock for hire.

In the event that there is a common area, or designated livestock area used by the landowner, landowner shall pay a prorata share of the umbrella policy insurance costs for the area.

All utilities shall be placed underground, unless otherwise agreed to and approved by all of the adjacent landowners. Where convenient and feasible utility line placement shall be made so as to serve the maximum number of landowners with a minimal amount of destruction or alteration of trees and land.

The cost of construction of shared lengths of driveways shall be born pro-rata by the sharing landowners as detailed in a separate note and deed of trust entered into by and between the grantor and grantees of this Warranty Deed. Maintenance costs shall be born

by the grantees, their heirs, successors, and assigns as detailed in the Private Roadway Easement referenced on the first page of this Deed.

As agreed in the Private Roadway Easement referenced on the first page of this Deed, landowner shall bear a prorata share of the maintenance and required improvements of the main driveway to the property, after its construction is complete. Landowner hereby grants an easement of a minimum thirty (30) feet in width and running across the property as shown on Map A of the Affidavit referenced on the first page of this Deed.

Landowners shall not allow their lots to be clear-cut of trees; except on the actual house or barn building site. TSI (culling of diseased or inferior trees to allow larger ones to thrive) is permitted where advised by a certified forester.

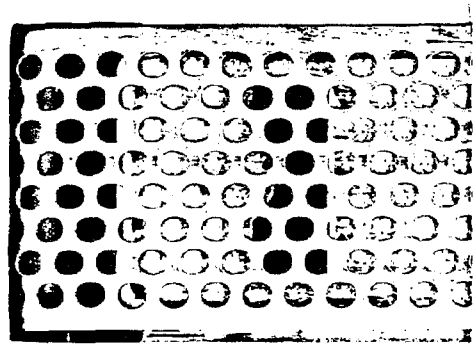
Signs advertising or promoting livestock services or other for profit services, excepting "For Sale" signs advertising landowner's real property, are prohibited for so long as the property remains predominantly residential.

DEFINITIONS, are as follows:
Landowner refers to the purchaser of the parcel, his heirs, assigns, and subsequent purchasers of the parcel.

Utilities refers to water, sewer, electrical, gas, phone, and television cable as available.

Livestock refers to horses and cows only (dogs and cats may be kept as pets on private land but are not allowed to roam in common areas or livestock areas).

0586 07/01 0101 03CHECK 193.10



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11002 PAGE 30

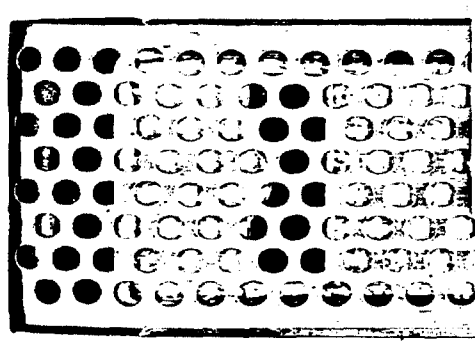
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 45975.00
CON TX 170.10
PRFEE 1.00
WDEED 20.00
CFEE 2.00
TOTAL 193.10
CHECK 193.10

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

07/01/98 01 15:36 0001 8586



0457807

IDENTIF. # REFERENCE

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

No.1314366