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DP

This instrument prepared by:
Dodson, Parker, Dinkins & Behm, P.C.
400 Realtors Bldg/306 Gay Street
Nashville, TN 37201
(615) 254-2291

Instr:200003150026781 Page: 1 OF 3
REC'D FOR REC 03/15/2000 3:32:39PM
RECORD FEE: $15.00
M. TAX: $0.00 T. TAX: $560.55

WARRANTY DEED

ADDRESS OF NEW OWNER	SEND TAX BILL TO:	MAP PARCEL NO.:
F. Don Montgomery, Jr.	Same	117-8 Parcel 185.00
5723 Chadwick Lane		117-8 Parcel 186.00
Brentwood, TN 37027		

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED FIFTY ONE THOUSAND FIVE HUNDRED ($151,500.00) Dollars, SHELBY SINGLETON ENTERPRISES, INC. ("Seller") has this day bargained and sold and do hereby transfer and convey unto F. DON MONTGOMERY, JR. ("Purchaser"), his successors, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Tract 1: This is property known as 1515 Clayton Avenue.

Land in Davidson County, Tennessee, being Lot No. 214 on the Map of Victoria Place, as of record in Book 332, page 10, Register's Office for said County.

Said Lot No. 214 fronts 60 feet on the southerly side of Clayton Avenue and runs back between parallel lines 185 feet to an alley.

Tract 2: This is property known as 1521 Clayton Avenue.

Being Lot No. 213 on the Plan of Victoria Place, as of record in Book 332, page 10, Register's Office for said County.

Said Lot No. 213 fronts 77.5 feet on the southerly side of Clayton Avenue, and runs back on the west line with the easterly margin of an alley 202 feet and on the east line 185 feet to an alley in the rear, and shows 159.5 feet on said rear alley.

Being the same property conveyed to Shelby Singleton Enterprises, Inc. by Deed from Stephen M. Miller, Trustee, of record in Book 6752, page 755, Register's Office of Davidson County, Tennessee.

Seller, for itself, and its successors and assigns, does hereby retain an easement (the "Parking Easement") as to the back thirty feet (30') of Lots 1515 and 1521 Clayton Avenue, the property transferred by this deed, and also known as Map & Parcel Numbers 117-08-185 and 117-08-186,for parking for Seller, for itself, and its successors and assigns, and their guests, customers and clients. Such Parking Easement shall likewise be available to the owners of the condominiums to be developed on these Lots, their successors and assigns, and their guests. Such parking shall be available on a first come, as available basis. Only passenger cars, or their equivalents, will be allowed to park in the Parking Easement. No parking of commercial vehicles, motor homes, recreational vehicles, or boats of any type will be permitted. No reserving or blocking of spaces shall be permitted in the Parking Easement. The provisions of this Parking Easement may be enforced by any beneficiary of the Parking Easement.

So long as Seller, or its successors and assigns, is a beneficiary of the Parking Easement, then Seller, or the successor or assign, shall: (a) maintain the Parking Easement, including striping or re-striping of spaces, future re-paving if necessary, and providing stops for spaces if required; and, (b) maintain (and replace as necessary) and pay the utility service to one of the existing lights in the Parking Easement. Purchaser, its successors and assigns, shall be responsible for any damage caused by themselves, or their invitees, contractors or employees.

This Parking Easement shall be permanent and shall run with the land; provided, however, that the Parking Easement shall terminate upon either: (a) the Metropolitan Government Codes Department prohibiting parking in the Parking Easement; or, (b) Seller, or its successor or assign, as appropriate, notifying the owners of the condominiums, or other then owners of the Lots, that it is abandoning the Parking Easement. Upon either such termination, all responsibility of Seller, or its successors or assigns, as to the light, pavement, parking spaces, or otherwise shall terminate.

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

The actual consideration or value whichever is greater, for this transfer is $151,500.00.

Subscribed and sworn to before me this the 14th day of March, 2000.

Affiant

Notary Public

My Commission Expires: My Commission Expires JAN. 27, 2001

This is improved property, known as 1515 and 1521 Clayton Avenue, Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, with the estate, appurtenances, title and interest belonging to the said Purchaser, his successors, heirs and assigns, forever.

Seller covenants that it is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered. Seller further covenants and binds its heirs and representatives to warrant and forever defend the title to said real estate to the said Purchaser, his successors, heirs and assigns against the lawful claims of all persons.

WITNESS our hands this the 14th day of March, 2000.

SHELBY SINGLETON ENTERPRISES, INC.

By: , VP

Title: VICE PRESIDENT

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

On this the 14th day of March, 2000, personally appeared before me JOHN SINGLETON, personally known to me, and who executed the foregoing instrument on behalf of the SHELBY SINGLETON ENTERPRISES, INC., and who acknowledged that he is the Secretary of SHELBY SINGLETON ENTERPRISES, INC., and that he executed the same for the purposes therein contained on behalf of SHELBY SINGLETON ENTERPRISES, INC., being authorized so to do.

WITNESS my hand, at office, this the 14th day of March, 2000.

Nancy Bennett
Notary Public

NANCY BENNETT NOTARY PUBLIC AT LARGE DAVIDSON CO., TN.

My Commission Expires:

My Commission Expires JAN. 27, 2001