586

SPECIAL WARRANTY DEED

Instr:200006280064410 Page: 1 OF 6
REC'D FOR REC 06/28/2000 2:30:01PM
RECORD FEE: $27.00
T. TAX: $0.00 T. TAX: $1350.50

FROM:	SunTrust Bank, Grantor	This instrument was prepared by: J. Bryan Echols, Esq. Farris, Warfield & Kanaday, PLC Suite 1800 SunTrust Center Nashville, Tennessee 37219
TO:	Teresa L. Kurzynske, Grantee	

Address New Owner as follows:	Name and Address of the Person or Entity	Map-Parcel Numbers
Teresa L. Kurzynske 400 Louviers Lane Old Hickory, TN 37138	Responsible for the Payment of Real Property Taxes	93-15-37
	Same	

STATE OF TENNESSEE)
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is Three Hundred Sixty Five Thousand and NO/100 Dollars ($365,000.00).

Teresa L. Kurzynske
Affiant

SUBSCRIBED AND SWORN TO before me, this the 28 day of June, 2000.

Julie A. Carson
Notary Public

My Commission Expires: 7-27-2002

JULIE A. CARSON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

FOR AND IN CONSIDERATION OF the sum of Three Hundred Sixty Five Thousand and NO/100 Dollars ($365,000.00), the receipt and sufficiency of which are hereby acknowledged, SunTrust Bank (formerly known as Third National Bank in Nashville) (the "Grantor") has bargained and sold, and by these presents does transfer and convey unto Teresa L. Kurzynske (the "Grantee"), her heirs, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this

reference together with all improvements, buildings and structures located thereon (the "Property").

The Property is property located on Third Avenue South and Lindsley Avenue, Nashville, TN.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to the Grantee, her heirs, successors and assigns forever.

And Grantor does covenant and bind Grantor, its successors and assigns to warrant and forever defend the title to the Property to the Grantee, her heirs, successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not further or otherwise, except as to those matters set forth on Exhibit B, to which this conveyance is expressly made subject.

Witness my hand this 27 day of June, 2000.

SUNTRUST BANK

By: _____

Print Name: Steve LANCASTER

Title: Vice President

SUNTRUST BANK

By: _____

Print Name: BOBBY D. PRICE JR

Title: INDIRECT BANKER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Julie A. Carson, a Notary Public of said County and State, personally appeared Steve Lancaster, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be Vice President (or other officer authorized to execute the instrument) of SUNTRUST BANK, the within named bargainor, a Georgia state bank, and that he as such Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the Georgia state bank by him self as Vice President.

Witness my hand and seal, at Office, this 27th day of June, 2000.

Julie A. Carson
Notary Public

My Commission Expires: 7-27-2002

JULIE A. CARSON NOTARY PUBLIC AT LARGE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, ~~Bobby~~ Julie A. Carson, a Notary Public of said County and State, personally appeared Bobby D. Price, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be Indirect Banker (or other officer authorized to execute the instrument) of SUNTRUST BANK, the within named bargainor, a Georgia state bank, and that he as such Indirect Banker executed the foregoing instrument for the purposes therein contained, by signing the name of the Georgia state bank by him self as Indirect Banker.

Witness my hand and seal, at Office, this 27th day of June, 2000.

Julie A. Carson
Notary Public

My Commission Expires: 7-27-2002

NOTARY PUBLIC AT LARGE

EXHIBIT A

PROPERTY DESCRIPTION

Land in Davidson County, Tennessee being Lot No. 1 on the Final Plat of Lindsley Avenue Subdivision of record at Instrument Number 200006230062813, Register's Office for Davidson County, Tennessee.

Being part of the same property conveyed to Third National Bank in Nashville (now known as SunTrust Bank) by deeds of record in Book 1580, page 303 and Book 2107, page 40, Register's Office for said County and also being part of Alley No. 147, vacated and abandoned by Metro Council Bill No. 70-1071 and part of Third Avenue South, vacated and abandoned by Metro Council Bill No. 69-1023.

Provided, however, Grantor hereby reserves for itself, its successors and assigns, a perpetual, non-exclusive access, ingress and egress easement as set forth on Exhibit C attached hereto and incorporated herein by reference.

EXHIBIT B

Encumbrances

1. Real Property taxes for the year 2000, a lien not yet due and payable, which are being prorated at closing and assumed by Grantee.

2. All matters shown on the Plat of record at Instrument Number 200006230062813, Register's Office for Davidson County, Tennessee.

3. Lack of Direct Access to and from a controlled access highway.

4. Rights retained in Metro Council Bill Nos. 69-1023 and 70-1071.

EXHIBIT C

NON-EXCLUSIVE ACCESS, INGRESS AND EGRESS EASEMENT

1. Appurtenant Non-exclusive Access Ingress and Egress Easement.

Grantor hereby reserves for the benefit of Grantor and Grantor's successors and assigns relative to that certain tract of parcel of land as shown on that Plat known as Final Plat Lindsley Avenue subdivision of record at Instrument Number 200006230062813, Register's Office for Davidson County, Tennessee ("Benefited Tract") a permanent, non-exclusive access, ingress and egress easement (the "Easement") over, across, under and upon the Property for the purposes of vehicular and pedestrian ingress and egress to and from the Benefited Tract over that portion of the Property.

2. Maintenance Obligations.

The Grantor shall be responsible for maintaining, repairing and replacing (as necessary and required) the existing driveway, paving and curb and gutter improvements within the area. The existing driveway, paving and curb and gutter improvements within the area shall be maintained in a first-class, serviceable condition, free from obstructions and potholes. The Grantor and Grantee shall cooperate with one another from time to time to coordinate efforts to maintain, repair and replace (as necessary or required) the foregoing improvements.

3. Non-Exclusive Nature of Easement.

The Easement is non-exclusive in nature; and the fee simple owner of the Property encumbered by the Easement, Grantee and Grantor shall be entitled to use such easement areas for any and all purposes that are not inconsistent with the easement rights granted or reserved (as the case may be) herein.

4. Rights and Covenants Run With Land.

All terms, provisions, rights, easements, agreements and obligations set forth in this Exhibit C shall run with title to the specific land (all or any portion thereof) benefited or burdened (as the case may be and as provided herein), and shall be binding upon and inure to the benefit of the owners of such benefited or burdened land and the successors and assigns of title relative to such land.