BOX 28A

01040239

OLD REPUBLIC
National Title Insurance Company
201 Fourth Avenue North Suite 150
Nashville, Tennessee 37219-2011

Davidson County DEEDWARR
Recvd: 06/01/01 14:34 4pgs
Fees:19.00 Taxes:3023.88
20010601-0057172

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 817,265.29

AFFIANT

SUBSCRIBED AND SWORN TO ME BEFORE THIS THE 1st DAY OF June 2001.

NOTARY PUBLIC

My Commission expires: 9/28/2002

THIS INSTRUMENT PREPARED BY
Devereaux Cannon, Attorney 201 Fourth Avenue North, Suite 150 Nashville, Tennessee 37219-2011

NAME & ADDRESS OF PROPERTY OWNER:	SEND TAX BILLS TO:	MAP & PARCEL NUMBERS:
PAUL H. KUHN, JR.	PAUL H. KUHN, JR.	Map:104-14-0-G Parcel:144.00 CO
(NAME) 59 Whitworth Way	(NAME) 59 Whitworth Way	Map: Parcel:
(ADDRESS) Nashville, TN 37205	(ADDRESS) Nashville, TN 37205	Map: Parcel:
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FILE # 01040239

Warranty Deed

For and in Consideration Of the sum of $817,265.29 cash in hand paid by the hereinafter named grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, we

CLEMENTS-BARTOSH INTERESTS, L.L.C., a limited liability company

hereinafter called the GRANTORS, have bargained and sold, and by these presents do transfer and convey unto

PAUL H. KUHN, JR.

hereinafter called the GRANTEES, their 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. 33, as shown on Final Plat of Whitworth Phase 2, of record in Book 7900, page 470, said Register's Office, to which reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Clements-Bartosh Interests, L.L.C. by deed from Whitworth Properties, L.P. of record in Book 11479, page 929, said Register's Office.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

1. Davidson County taxes for 2001, which have been prorated and assumed by the Grantee.

2. Matters shown on the Plan of record in Book 7900, page 470, said Register's Office.

3. Declaration of Covenants, Conditions, Liens, Easements and Restrictions,including, but not limited to easements, assessments, special assessments, charges and liens, contained in an instrument of record in Book 8026, page 305, amended in Book 8282, page 45, and as amended, supplemented and made applicable in Book 8830 page 249, as further amended in Book 8830, page 270, Book 9144, page 153, and Book 9778, page 27, said Register's Office.

4. Easement as set forth more particularly on Exhibit "A" attached hereto.

This is improved property known as 59 Whitworth Way, Nashville, Tennessee 37205N

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever. We do covenant with said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise set out herein. We do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands this 1ST day of JUNE, 2001.

CLEMENTS-BARTOSH INTERESTS, L.L.C.

By: JAMES ZIMMERMAN
Its Authorized Agent

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared James Zimmerman, with whom I am personally acquainted (or proved to me in the basis of satisfactory evidence), and who, upon oath, acknowledged herself/himself to be the Authorized Agent of CLEMENTS-BARTOSH INTERESTS, L.L.C., the within named bargainor, a limited liability company, and that he/she, as such authorized agent, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by herself/himself as such authorized agent.

Witness my hand and official seal at office this 1st day of June, 2001.

NOTARY PUBLIC

My Commission expires:
9/28/2002

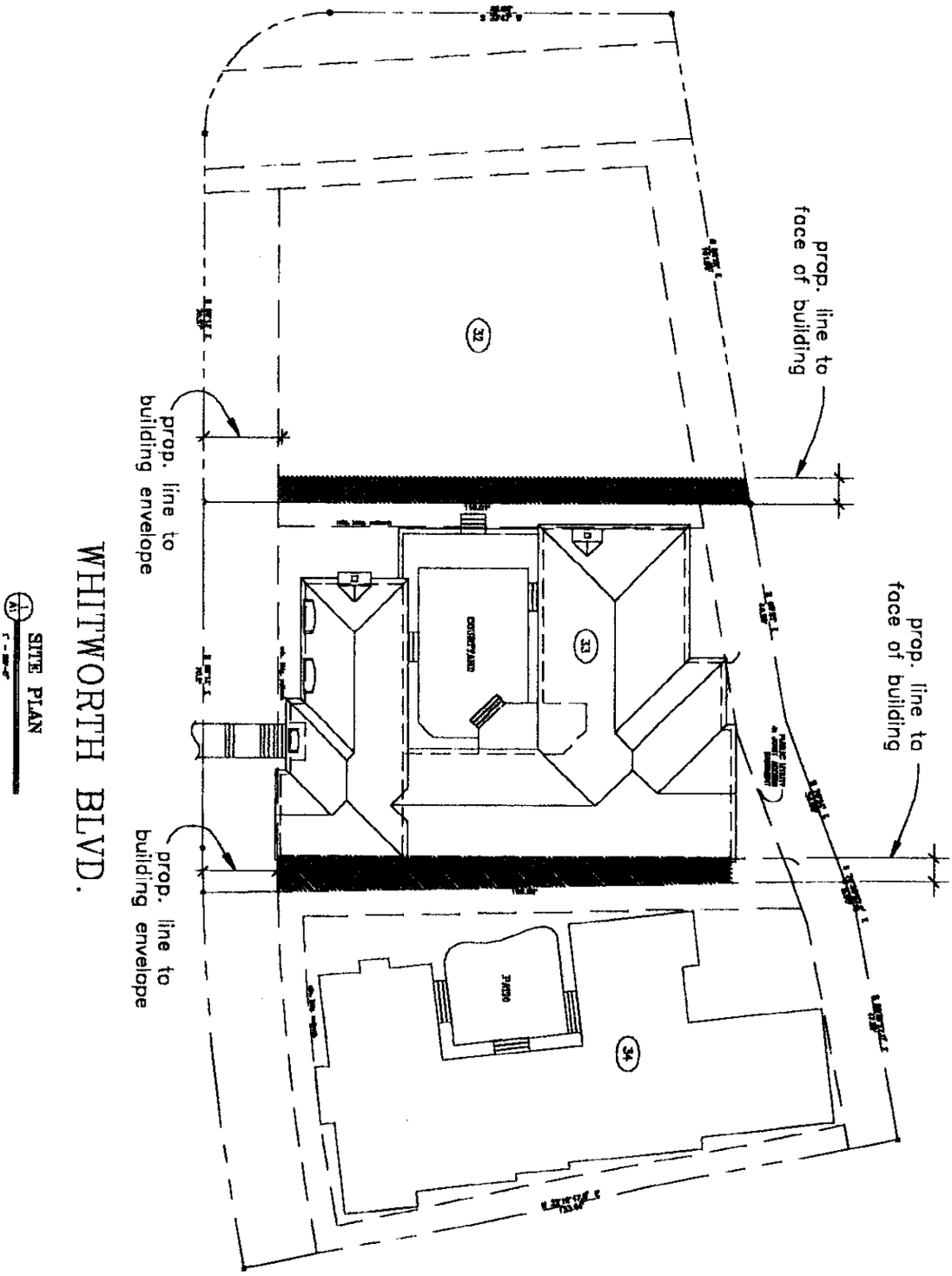
EXHIBIT A

EASEMENTS AFFECTING LOT 33 ON THE FINAL PLAT OF WHITWORTH, PHASE 2, OF RECORD IN BOOK 7900, PAGE 470, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE

There is hereby granted a perpetual, exclusive easement across Lot 32 on the Final Plat of Whitworth, Phase 2, of record in Book 7900, page 470, Register's Office for Davidson County, Tennessee, for the use and benefit of Lot 33 on the said plan of Whitworth, Phase 2, for courtyard purposes, specifically paving, landscaping, garden, garden structures, swimming pool, and similar purposes, over and across that portion of Lot 33 extending from the southeasterly face of the residence constructed or to be constructed on Lot 32 and the common boundary line between Lots 32 and 33, running from the rear or northeasterly line of Lot 32 to the front or southwesterly wall of the said residence on Lot 32. The approximate location of this easement is shown on the drawing attached hereto and marked Exhibit 'B'. The use of the easement shall not include any planting, structure or improvement attached directly to the residence on Lot 32. The owner of Lot 32 shall have the right to enter upon the easement for the purpose of maintenance and repair of Lot 32 and the improvements thereon, and to use the easement area for drainage purposes, including, but not exclusively, gutters, downspouts, underground pipes, and a swale, but such rights of entry and use shall not unreasonably interfere with the use, benefit, and enjoyment of the easement granted herein.

There is hereby reserved a perpetual, exclusive easement across Lot 33 on the Final Plat of Whitworth, Phase 2, of record in Book 7900, page 470, Register's Office for Davidson County, Tennessee, for the use and benefit of Lot 34 on the said plan of Whitworth, Phase 2, for courtyard purposes, specifically paving, landscaping, garden, garden structures, swimming pool, and similar purposes, over and across that portion of Lot 33 extending from the southeasterly face of the residence constructed or to be constructed on Lot 33 and the common boundary line between Lots 33 and 34, running from the rear or northeasterly wall of the said residence on Lot 33 to the front or southwesterly wall of the said residence on Lot 33. The approximate location of this easement is shown on the drawing attached hereto and marked Exhibit 'B'. The use of the easement shall not include any planting, structure or improvement attached directly to the residence on Lot 33. The owner of Lot 33 shall have the right to enter upon the easement for the purpose of maintenance and repair of Lot 33 and the improvements thereon, and to use the easement area for drainage purposes, including, but not exclusively, gutters, downspouts, underground pipes, and a swale, but such rights of entry and use shall not unreasonably interfere with the use, benefit, and enjoyment of the easement reserved herein.

EXHIBIT "B"


prop. line to face of building
prop. line to building envelope
prop. line to face of building
prop. line to building envelope
WHITWORTH BLVD.
SITE PLAN