This Instrument Prepared By:

BK 2187 PG 682

Davidson County DEEDWARR
Recvd: 06/12/01 10:27 6pgs
Fees:26.00 Taxes:0.00
20010612-0061692

Douglas S. Hale, Attorney
HALE AND HALE, PLC
312 First Tennessee Bank Building
Franklin, Tennessee 37064

NEW OWNER:	SEND TAX BILL TO:	MAP & PARCEL
R. Dwayne Ramey and wife, Lynn T. Ramey 2142 Kidd Road Nolensville, Tennessee 37135	Firstar Bank, N.A. 4801 Frederica Street Owensboro, KY 42301	Map 32 Parcel 2.06

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater, for this transfer is $283,000.00.

R. Dwayne Ramey
AFFIANT

Sworn to and subscribed before me this 29 day of May, 2001.

Laurie M Hall
NOTARY PUBLIC

My Commission Expires: 12-15-04

WARRANTY DEED
AND
RIGHT OF FIRST REFUSAL

For and in consideration of the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEES, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, JOHNNY MICHAEL SPENCER and wife, KAREN LYNN SPENCER, hereinafter called the "GRANTORS", have bargained and sold and by these presents do transfer and convey unto R. DWAYNE RAMEY and wife, LYNN T. RAMEY, hereinafter called the "GRANTEES", their heirs and assigns, a certain tract or parcel of land in Williamson County, Tennessee, described as follows, to-wit:

Being a tract partially within the Seventeenth Civil District of Williamson County, Tennessee and partially within Davidson County, Tennessee, bound in general by unknown on the north, Kidd Road on the south and McCanless on the east and west, and shown as Tract No. 3 on a survey made by C.K. McLemore, dated December 28, 1987, described as follows:

Commencing at a point in the center of Kidd Road opposite an iron post at Wheeler's southeast corner as recorded in Book 406, page 416, Register's Office for Williamson County, Tennessee; thence with said centerline, south 89 degrees 21 minutes east 184.1 feet and south 82 degrees 25 minutes east 431.7 feet to the point of beginning, thence a new line, north 4 degrees 06 minutes east 1501.5 feet to an iron pin in a fence line, thence with said fence line, south 81 degrees 55 minutes east 150.0 feet to an iron pin, thence a new line, south 4 degrees 20 minutes west 1499.8 feet to the center of Kidd Road, thence with said centerline, south 82 degrees 25 minutes east 143.9 feet to the point of beginning and containing 5.05 acres, more or less.

Being the same property conveyed to Johnny Michael Spencer and Karen Lynn Spencer, husband and wife, by warranty deed from Michael Rogers and Deborah Rogers, husband and wife, of record in Book 1280, page 386, Register's Office for Williamson County, Tennessee; and of record in Instrument #20010612-0061690, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to said GRANTEES, their heirs and assigns, forever;

AND GRANTORS do covenant with the said GRANTEES that they 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 follows:

Williamson County taxes for the year 2001 are a lien against said property, but are not yet due and payable. Said taxes have been prorated between the parties as of the date of this instrument, with GRANTORS paying his prorata part thereof to GRANTEES, who will be responsible for payment of said taxes when they become due and payable. Map 32, Parcel 2.06.

AND GRANTORS DO FURTHER covenant and bind themselves, their heirs and assigns, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever.

SEE EXHIBIT "A" ATTACHED HERETO, FOR RIGHT OF FIRST REFUSAL, WHICH IS INCORPORATED HEREIN BY REFERENCE AS FULLY AS IF SET FORTH HEREIN VERBATIM.

This improved property is known as 2142 Kidd Road, Nolensville, Tennessee 37135.

WITNESS our hands this 29 day of May, 2001 in Franklin, Tennessee.

Johnny Michael Spencer by Karen Lynn Spencer

Johnny Michael Spencer, by Karen Lynn Spencer, his attorney-in-fact

Karen Lynn Spencer

Karen Lynn Spencer

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

On this 29th day of May, 2001, before me personally appeared Karen Lynn Spencer, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument on behalf of Johnny Michael Spencer, and who acknowledged that she executed the same as the free act and deed of said Johnny Michael Spencer by virtue of the Power of Attorney, duly executed by the said Johnny Michael Spencer and appearing of record in Book 2187, page 679, of the Register's Office for Williamson County, Tennessee.

Witness my hand this 29th day of May, 2001 in Franklin, Tennessee.

Laurie M. Hart

Notary Public

My Commission Expires: 12-15-04

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public, in and for State and County, Karen Lynn Spencer, the within named bargainor with whom I am personally acquainted and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand this 29 **day of May, 2001, in Franklin, Tennessee.**

Laurie M. Nash
Notary Public

My Commission Expires: 12-15-04

EXHIBIT A

RIGHT OF FIRST REFUSAL

Grantors, in consideration of the purchase of the real property herein described and conveyed by this Warranty Deed and other good and valuable consideration paid and delivered by Grantees, the receipt and adequacy of which is hereby acknowledged, do hereby grant to Grantees, exclusive of their heirs, successors and assigns, for a period ending two (2) years from the date of the execution of this Warranty Deed, the right of first refusal to purchase that 5.05 acres located contiguous to the western boundary of the real property herein described and conveyed by this Warranty Deed and being the Grantors' remaining real property, the same being depicted on Exhibit B attached hereto and incorporated herein by reference, or any part thereof, offered for sale from time to time, (hereinafter referred to as the "First Refusal Tract").

In the event Grantors shall desire to sell all or any portion of the First Refusal Tract encumbered by the right of first refusal herein granted and shall actually receive a bona fide written offer for the purchase of the same, Grantors shall by written notice offer the same to Grantees at the same price and upon the same terms as set forth in the subject offer, a copy of which shall be provided to Grantees along with said notice at the following address: 2142 Kidd Road. Grantees shall then have five (5) business days from actual receipt of said written notice to elect to decline or agree to the purchase of the subject property by written notice being delivered to Grantors at the same address set forth in Grantors' written notice to Grantees above mentioned. If Grantees shall elect to purchase the same, Grantors shall cause the First Refusal Tract, or so much thereof desired to be sold by Grantors, to be surveyed and a legal description be provided to Grantees, upon which a closing shall then be scheduled in accordance with the mutual agreement of the parties, or the offer received by Grantors above mentioned, whichever shall first occur. At closing, Grantors shall deliver by general warranty deed title to the subject property, or so much thereof being sold, free and clear of all liens and encumbrances, subject to zoning ordinances, building regulations, easements for public utilities and roadways, right of flow of any creeks or waterways, and the proration of applicable real estate taxes for the year of closing. If the real property being sold

pursuant to this right of first refusal shall be less than all of the First Refusal Tract, then Grantees' rights herein granted shall continue until all of the First Refusal Tract has been offered to Grantees and closed by Grantors, in accordance with this right of first refusal. In the event an offer declined by Grantees fails to actually close, then Grantees' right of first refusal shall survive and remain attached to the subject real property failing to close. This right of first refusal shall encumber the real property described on Exhibit B and shall run with the land during said two (2) year period and shall automatically terminate at the expiration of said period. In the event a part of the First Refusal Tract is sold to Grantees pursuant to their Right of First Refusal and which is not contiguous to property owned by Grantees or a public road, then Grantors shall also grant and convey to Grantees simultaneously with the closing of said parcel an ingress and egress easement to said parcel from the nearest public road, the same being at least twenty-five (25') feet wide, however, the same shall be improved and maintained at Grantees' expense and which easement shall terminate upon said parcel becoming contiguous to other property acquired or owned by Grantees.

THIS RIGHT OF FIRST REFUSAL IS NOT ASSIGNABLE, SHALL BENEFIT ONLY GRANTEES AND SHALL TERMINATE TWO YEARS FROM THE DATE OF EXECUTION OF THIS WARRANTY DEED.

EXHIBIT "B"

Land being partially within the 17th Civil District of Williamson County, Tennessee, and partially within Davidson County, Tennessee, and bound in general by unknown on the north, McCanless on the east and west, and Kidd Road on the south, as follows:

Commencing at a point in the center of Kidd Road opposite an iron post, the southeast corner of Wheeler as described in Book 406, page 416, Register's Office, Williamson County; thence with said center line, South 89 degrees 23 minutes East 184.1 feet and South 82 degrees 25 minutes East 287.8 feet to the point of beginning; thence a new line, North 3 degrees 52 minutes East 1503.2 feet to an iron pin in a fence line; thence with said fence line, South 81 degrees 55 minutes East 150 feet to an iron pin; thence a new line, South 4 degrees 06 minutes West 1501.5 feet to the center of Kidd Road; thence with said center line, North 82 degrees 25 minutes West 143.9 feet to the point of beginning, containing 5.05 acres, more or less, according to a survey made by C. K. McLemore, dated December 28, 1987.

Being the same property conveyed to John M. Spencer and wife, Karen L. Spencer by deed from James K. Guess and wife, Lucynthia D. Guess of record in Book 1902, page 364, Register's Office for Williamson County, Tennessee and Book 11672, page 101, Register's Office for Davidson County, Tennessee.

State of Tennessee, County of WILLIAMSON
Received for record the 30 day of
MAY 2001 at 3:08 PM. (RECD 419465)
Recorded in official records
Book 2187 Pages 682- 687
Notebook 67 Page 53
State Tax $ 1047.10 Clerks Fee $ 1.00,
Recording $ 26.00, Total $ 1074.10,
Register of Deeds SADIE WADE
Deputy Register PAMELA GREER