SIDWELL & BARRETT, P.C.
121 1st Avenue South, Suite 200
Franklin, TN 37064

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $167,920.00.

Affiant

Sworn to and subscribed before me, the undersigned, a Notary Public this 26th day of April, 2001.

Notary Public

My Commission Expires: 9-1-2001

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

WARRANTY DEED

THIS INSTRUMENT WAS PREPARED BY

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

Davidson County DEEDWARR
Recvd: 06/14/01 10:47 5pgs
Fees:23.00 Taxes:621.30
20010614-0062861

ADDRESS NEW OWNER(S) AS FOLLOWS:
Michael Holton and Catherine Holton
4102 Colorado Ave.
Nashville, TN 37209

SEND TAX BILLS TO:
NEW OWNER

MAP-PARCEL NUMBERS:
Map\Parcel: 089-000-76.00

For and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid by the Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, **William E. Kantz, Jr.** hereinafter referred to as Grantors, hereby transfers and conveys to **Michael Holton and wife, Catherine Holton** hereinafter referred to as Grantees, their heirs and assigns a certain tract or parcel of land in Davidson County, State of Tennessee described as follows, TO WIT:

See attached Exhibit "A"

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

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:
Easement for Harpeth Valley Utilities of record in Book 5566, page 109; Book 5608, page 811; and in Book 5942, page 501, Register's Office for Davidson County, Tennessee.

Easement for private roadway of record in Book 11001, page 959, , Register's Office for Davidson County, Tennessee.

See attached "Exhibit B"

Easement for temporary access of record in Book 11002, page 1 , Register's Office for Davidson County, Tennessee.

Easement for septic field of record in Book 11002, page 5 and in Book 11002, page 9, Register's Office for Davidson County, Tennessee.

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

Easements in Affidavit of record in Book 11001, page 983, Register's Office for Davidson County, Tennessee.

County and/or City taxes for the year 2001 are a lien not yet due and payable. Said taxes have been prorated between the parties as of the date of this instrument, with the GRANTORS paying their prorata share thereof to GRANTEES who will be responsible for payment of said taxes.

This is improved property known as 7446 River Road, Nashville, TN 37209.

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, and I do covenant with the said **GRANTEES** that I am lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and I do further covenant and bind myself, my heirs and representatives, 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. 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 my hand this 26th day of April, 2001.

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, the within named William E. Kantz, Jr., with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged they executed the forgoing instrument for the purposes therein contained.

Witness my hand and official seal this 26th day of April, 2001.

Notary Public

9-1-2001
My Commission Expires

RUSSELL JOHN [illegible]
NOTARY PUBLIC AT LARGE
WILLIAMSON COUNTY, TENN.

Exhibit "A"

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. 9 of map "A" of record in Book 11001, page 985, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at an iron pin set in the westerly margin of River Road, said pin being northerly 192.28 feet along said margin from the corner of John Heath, Jr. of record in Deed Book 1678, page 217, Register's Office of Davidson County, Tennessee.

Thence, leaving River Road with Lot No. 8, North 81° 48' 13" West, 910.86 feet to an iron pin set;
Thence, South 11° 30' 00" West, 162.30 feet to an iron pin set;
Thence, with Lot No. 7 North 76° 57' 54 West, 142.15 feet to an iron pin set;
Thence, South 74° 24' 13" West, 625.60 feet to an iron pin set;
Thence, North 15° 35' 47" West, 268.01 feet to an iron pin set;
Thence, North 70°25' 51" West, 356.03 feet to an iron pin set;
Thence, with Lot 5, North 19° 34' 09" East, 306.98 feet to an iron pin set;
Thence, North 83° 12' 44" West, 198.22 feet to an iron pin set
Thence, with Lot 15, North 04° 12' 26" West, 494.80 feet to an iron pin set;
Thence, North 24° 38' 07" East, 307.91 feet to an iron pin set;
Thence, North 86° 21' 21" East, 367.22 feet to an iron pin set;
Thence, South 40° 32' 57" East, 334.97 feet to an iron pin set;
Thence, with Lot 10, South 03° 35' 41" West, 553.80 feet to an iron pin set;
Thence, South 74° 24' 13" West, 313.26 feet to an iron pin set;
Thence, South 19° 34' 09" West, 237.65 feet to an iron pin set;
Thence, South 70° 25' 51" East, 223.32 feet to an iron pin set;
Thence, South 15° 35' 47" East, 243.95 feet to an iron pin set;
Thence, North 74° 24' 13" East, 588.36 feet to an iron pin set;
Thence, South 76°, 57' 54" East, 103.56 feet to an iron pin set;
Thence, North 11° 30' 00" East, 158.14 feet to an iron pin set;
Thence, South 81° 48' 13" East, 958.30 feet to an iron pin set in the westerly margin of River Road;

Thence, with said margin and a curve concave to the west and having a central angle of 04° 08' 44", a radius 691.20 feet and a chord of South 08° 27' 52" West, 50.00 feet to an arc length of 50.01 feet to the point of beginning containing 684,959 square feet or 15.72 acres, more or less, according to a survey made by Crawford Land Surveyors, P.C. dated April 24, 1998.

C:\Marsha\holton legal.wpd

EXHIBIT B

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 being Lot 9, as further described in Exhibit A of the Deed, 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:

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.). Portable storage buildings are expressly prohibited. No structure shall be built in the area marked as a deed restriction on Map A of record in Book 11001, page 985.

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 on 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.

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).