030/0179

BOX 28A

OLD REPUBLIC

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

STATE OF TENNESSEE)
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 632,280.00

Dana Morris Strupp
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE, THIS THE 30th DAY OF January, 2003

Jo Ann Smith
NOTARY PUBLIC

My Commission expires: 7/29/06

NOTARY PUBLIC DAVIDSON CO. TN

THIS INSTRUMENT PREPARED BY:
Devereaux D. Cannon, Jr., Attorney, 201 Fourth Avenue, North, Nashville, TN 37219
NAME ADDRESS

NAME & ADDRESS OF PROPERTY OWNER:	SEND TAX BILLS TO:	MAP & PARCEL NUMBERS:
DANA MORRIS STRUPP (NAME)	Same (NAME)	104-14G-145CO
57 Whitworth Boulevard (ADDRESS)	(ADDRESS)	
Nashville, TN 37205 (CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

Warranty Deed

For and in Consideration of the sum of $ 632,280.00 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.

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

DANA MORRIS STRUPP

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. 34 as shown on the 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 part of the same property conveyed to Clements-Bartosh Interests, L.L.C., by deed of record as Instrument No. 20011226-0141513, said Register's Office.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

1. Davidson County Taxes for 2003, 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, as amended in Book 8282, page 45, Book 8830, page 249, Book 8830, page 270, Book 9144, page 153, and Book 9778, page 27, said Register's Office.
4. Easement as set forth on Exhibit "A" attached hereto.

This is unimproved ( ) improved (X) property, known as 57 Whitworth Boulevard - Nashville, TN 37205
(House Number) (Street) (City) (State) (Zip)

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 30th day of January, 2003.

Davidson County DEEDWARR
Recvd: 01/31/03 12:24 4pgs
Fees:23.00 Taxes:2339.44
20030131-0013664

CLEMENTS-BARTOSH INTERESTS, L.L.C.

By: Glen Bartosh
Glen Bartosh, Member

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid personally appeared GLEN BARTOSH with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Member of Clements-Bartosh Interests, LLC, the within named bargainor, a limited liability company, and that he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Member.

Witness my hand and official seal at office this 30th day of January, 2003.

Jo Anne Smith
Notary Public

My Commission expires:

7/29/06

NOTARY PUBLIC AT LARGE
DAVIDSON

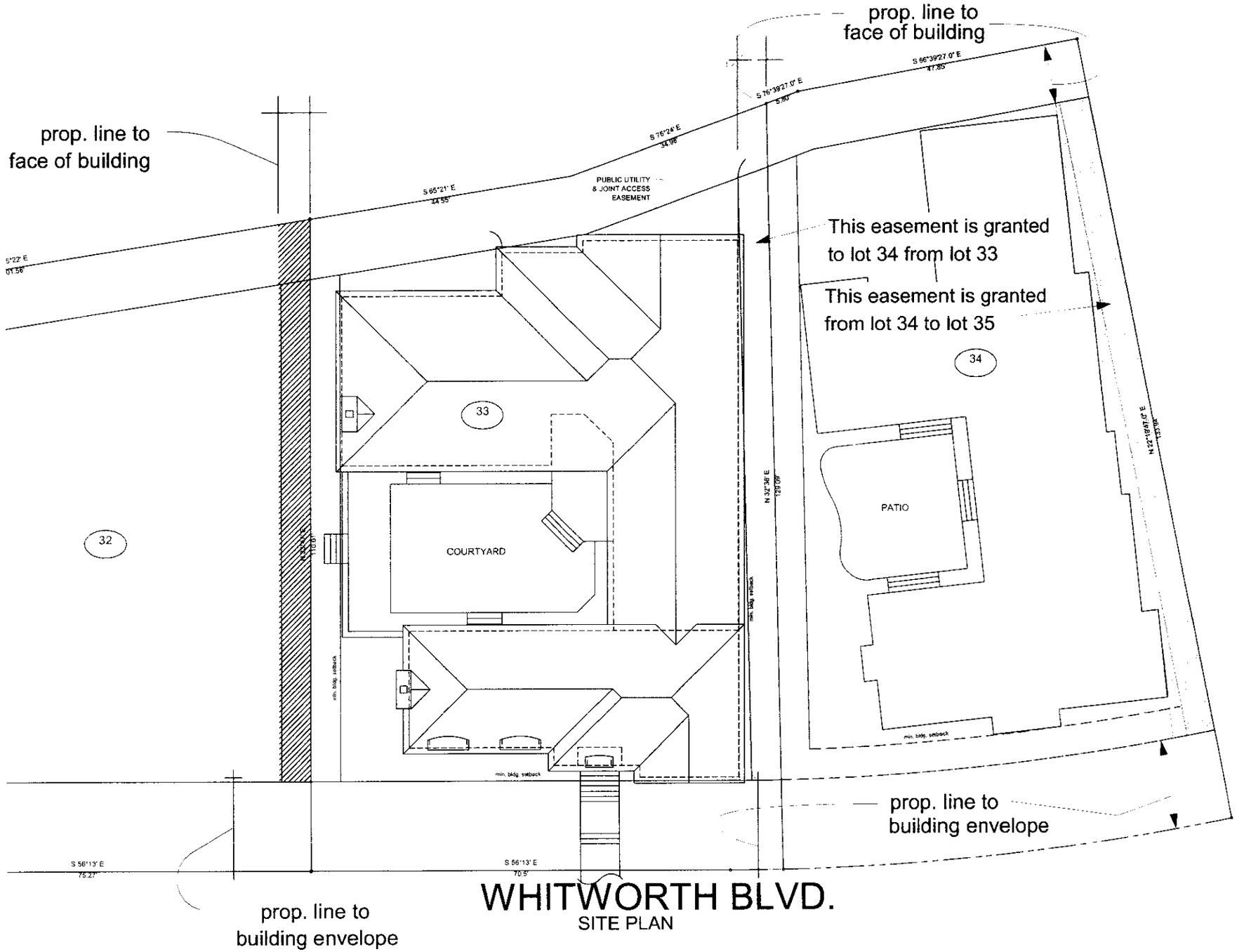
EXHIBIT A

EASEMENT AFFECTING LOT 34 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 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 easterly 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 line of Lot 33 to the front or southerly 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 granted herein.

There is hereby reserved a perpetual, exclusive easement across Lot 34 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 35 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 34 extending from the southeasterly face of the residence constructed or to be constructed on Lot 34 and the common boundary line between Lots 34 and 35, running from the rear or northeasterly wall of the said residence on Lot 34 to the front or southwesterly wall of the said residence on Lot 34. 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 34. The owner of Lot 34 shall have the right to enter upon the easement for the purpose of maintenance and repair of Lot 34 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"



SITE PLAN