This instrument prepared by SouthPointe Mortgage

Davidson County DEEDQC
Recvd: 07/31/03 11:57 13pgs
Fees:67.00 Taxes:0.00
20030731-0108670

PICK-UP

QUITCLAIM DEED

State of Tennessee, Davidson County

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ _____
AFFIANT
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31 DAY OF July 2003
Deputy Register

The actual cash consideration or whichever is greater, for this transfer is $0.00.
Affiant

Subscribed and sworn to before me, this the 17 day of July, 2003.
NOTARY PUBLIC

ADDRESS NEW OWNER:
Janice Dial
216 Antioch Pike
Nashville, TN 37211

SEND TAX BILLS TO:
SAME

MAP-PARCEL
113-2-146

FOR AND IN CONSIDERATION of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/We, Robert Jernigan by these presents do hereby quitclaim and convey all our right, title and interest unto Janice Dial, his successors and assigns, the following described or parcel of land, to wit:

SEE EXHIBIT B,C ATTACHED HERETO AND MADE A PART OF THIS DOCUMENT.

~~See Exhibit "A"~~ attached hereto and made a part hereof.

Land in Davidson County, Tennessee, being Lot No 6 on the plat of the plan of Airdrie Subdivision "A" as of record in Book 547, page 10, Register's Office for Davidson County, Tennessee.
Being the same property conveyed as Instrument #20030318-0035580, said Register's Office.

unimproved ( ) 216 Antioch Pike, Nashville, TN 37211
This is improved ( ) property known as:

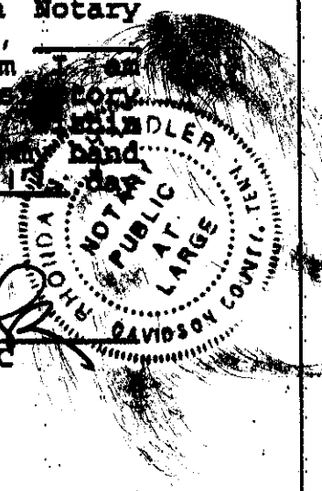
Subject property is conveyed subject to such limitations, restrictions and encumbrances as may affect the premises.

IN WITNESS WHEREOF, I / We have hereunto set our hand(s) on this the 17th day of July, 2003.

Robert Jernigan

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named, Robert Jernigan, the bargainor(s), with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained. Witness my hand and official seal at Davidson Ct., Tennessee this 15th day of July, 2003.



Rhonda Chandler
NOTARY PUBLIC

My Commission Expires:
5.29.05

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named _____, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained

Witness my hand and official seal at _____, Tennessee, on this _____ day of _____, 2002.

My commission Expires:
_____
NOTARY PUBLIC

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named _____, with whom I am personally acquainted and who acknowledge that he executed the within instrument for the purposes therein contained and who further acknowledged that she is the "attorney in fact" of _____ and is authorized by him to executed this instrument on his behalf, as his free act and deed.

Witness my hand and official seal at _____, Tennessee, on this _____ day of _____, 2002.

My Commission Expires:
_____
NOTARY PUBLIC

EXHIBIT "B"

TO BE RECORDED IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE
after signing and acknowledgment by a Notary Public.

This instrument prepared by: Moseley & Moseley, Attorneys at Law, P.C.
Suite 300, One Church Street
101 Church Street
Nashville, Tennessee 37201-1609
615/ 254-0140 Fax: 615/244-2270

The preparer makes no representations or warranties as to the accuracy of the description or the status of the title to the property, this instrument having been prepared upon information furnished to the preparer and without his conducting a title or other search or investigation.

DRIVEWAY EASEMENT – AGREEMENT OF ADJOINING LANDOWNERS

This agreement made this 17th day of September, 2002, by and between Robert Jernigan of Nashville, Davidson County, Tennessee, which expression shall include his heirs, executors, administrators, agents or assigns where the context so requires or admits, and Lende Ann Vantrease, of Nashville, Davidson County, Tennessee, which expression shall include his, her or their heirs, executors, administrators, agents or assigns where the context so requires or admits, and Richard W. Elsey and Sherry L. Elsey, his wife, joint and severally, of Nashville, Davidson County, Tennessee, which expression shall include his, her or their heirs, executors, administrators, agents or assigns where the context so requires or admits, Witnesseth:

WHEREAS, Robert Jernigan is the owner of lot 6 as shown on the plan of Airdrie Subdivision "A" of record in Book 547, Page 10, R.O.D.C., Tennessee and on the plan of Airdrie Subdivision "B" of Record in Book 547, Page 42, R.O.D.C., Tennessee, and the deed of which is of record in Book 10969, Page 931; and

WHEREAS, Lende Ann Vantrease is the owner of lot 7 as shown on the plan of Airdrie Subdivision "A" of record in Book 547, Page 10, R.O.D.C., Tennessee and on the plan of Airdrie Subdivision "B" of Record in Book 547, Page 42, R.O.D.C., Tennessee, and the deed of which is of record in Book 20001228, Page 126650; and

WHEREAS, Richard W. Elsey and wife, Sherry L. Elsey, are the owners of lot 39 as shown on the plan of Airdrie Subdivision "B" of Record in Book 547, Page 42, R.O.D.C., Tennessee, and the deed of which is of record in Book 10925, Page 956; and

WHEREAS, said properties share a common alley, previously closed by an agreement recorded in Book 3099, Page 21; and

WHEREAS, the parties hereto, in consideration of the mutual promises contained herein, and other good and valuable consideration, receipt for which is hereby acknowledged, it is mutually agreed and covenanted by the parties as follows:

1. **Grant by Robert Jernigan**. Robert Jernigan hereby grants to all other parties to this agreement, his, her or their heirs and assigns, an Easement and Right of Way, together with the full and free right for him, her and them, and his, her and their tenants, servants, visitors and licensees, in common with all others having the like right, at all times hereafter with or without automobile or other vehicles or on foot, for the purpose of ingress and egress to and from the rear or any other portion of said party's property and/or the rear entrances of and/or the garage connected with the dwelling or improvements located on said party's property and for all other purposes connected with the use of said party's property, to pass and repass along and over a strip of land corresponding to the property shown as an alley on the plan of Airdrie Subdivision "A" of record in Book 547, Page 10, R.O.D.C., Tennessee and on the plan of Airdrie Subdivision "B" of Record in Book 547, Page 42, R.O.D.C., Tennessee, and attached to lot 6 by agreement shown in Book 3099, Page 21, R.O.D.C., Tennessee.

2. **Grant by Lende Ann Vantrease.** Lende Ann Vantrease hereby grants to all other parties to this agreement, his, her or their heirs and assigns, an Easement and Right of Way, together with the full and free right for him, her and them, and his, her and their tenants, servants, visitors and licensees, in common with all others having the like right, at all times hereafter with or without automobile or other vehicles or on foot, for the purpose of ingress and egress to and from the rear or any other portion of said party's property and/or the rear entrances of and/or the garage connected with the dwelling or improvements located on said party's property and for all other purposes connected with the use of said party's property, to pass and repass along and over a strip of land corresponding to the property shown as an alley on the plan of Airdrie Subdivision "A" of record in Book 547, Page 10, R.O.D.C., Tennessee and on the plan of Airdrie Subdivision "B" of Record in Book 547, Page 42, R.O.D.C., Tennessee, and attached to lot 7 by agreement shown in Book 3099, Page 21, R.O.D.C., Tennessee.

3. **Grant by Richard W. Elsey and wife, Sherry L. Elsey.** Richard W. Elsey and wife, Sherry L. Elsey, grant to all other parties to this agreement, his, her or their heirs and assigns, an Easement and Right of Way, together with the full and free right for him, her and them, and his, her and their tenants, servants, visitors and licensees, in common with all others having the like right, at all times hereafter with or without automobile or other vehicles or on foot, for the purpose of ingress and egress to and from the rear or any other portion of said party's property and/or the rear entrances of and/or the garage connected with the dwelling or improvements located on said party's property and for all other purposes connected with the use of said party's property, to pass and repass along and over a strip of land corresponding to the property shown as an alley on the plan of Airdrie Subdivision "A" of record in Book 547, Page 10, R.O.D.C., Tennessee and on the plan of Airdrie Subdivision "B" of Record in Book 547, Page 42, R.O.D.C., Tennessee, and attached to lot 39 by agreement shown in Book 3099, Page 21, R.O.D.C., Tennessee.

4. **Appurtenant.** It is further understood and agreed that the easements granted herein are to be held by the respective grantees, his, her and their heirs and assigns as appurtenant to the land owned by the respective grantees.

5. **Cost of Maintenance.** Each party, their heirs and assigns, shall be responsible for maintaining their property in such a fashion to effectuate this agreement.

6. **Duplicate Copies.** This agreement has been executed in duplicate by the parties and each executed copy thereof shall be considered an original.

In Witness Whereof, the parties have hereunto set their hands and seals the day and year first above written.

GRANTORS:

Robert Jernigan

Lende Ann Vantrease

Lende A. Vantrease 9-26-02

Richard W. Elsey

Richard W. Elsey

Sherry L. Elsey

Sherry L. Elsey

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 17th day of September, 2002, personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Robert Jernigan**, the Grantor, with whom I am personally acquainted (or proven to be such on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained as his free act and deed.

Witness my hand, at office, this the 17th day of September, 2002.

Notary Public
My Commission Expires: 5.29.05

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 17th day of September, 2002, personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Lende Ann Vantrease**, the Grantor, with whom I am personally acquainted (or proven to be such on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained as her free act and deed.

Witness my hand, at office, this the 17th day of September, 2002.

Notary Public
My Commission Expires: 5.29.05

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 17th day of September, 2002, personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Richard W. Elsey**, the Grantor, with whom I am personally acquainted (or proven to be such on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained as his free act and deed.

Witness my hand, at office, this the 17th day of September, 2002.

Notary Public
My Commission Expires: 5.29.05

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 17th day of September, 2002, personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Sherry L. Elsey**, the Grantor, with whom I am personally acquainted (or proven to be such on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained as her free act and deed.

Witness my hand, at office, this the 17 day of September, 2002.

Notary Public
My Commission Expires: 5.29.05

EXHIBIT "C"

AGREEMENT TO CLOSE AND ABANDON A 14 FOOT ALLEY EXTENDING BETWEEN WINGATE AVENUE ON THE WEST AND KINROSS AVENUE ON THE EAST IMMEDIATELY NORTH OF ANTIOCH PIKE FORMERLY MILL CREEK VALLEY ROAD, LOCATED IN THE SIXTH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE.

WHEREAS, Airdrie Subdivision "A" was recorded in Book 547, Page 10, R.O.D.C., Tennessee, and Airdrie Subdivision "B" was recorded in Book 547, Page 42, R.O.D.C., Tennessee, both of which show certain alleys which have never been opened or improved or used as a means of ingress and egress to certain lots shown on said plan; and,

WHEREAS, James D. Seats and wife, Minnie Lee Seats, are the owners of Lot No. 62 as shown on the plan of Airdrie Subdivision "B" as recorded in Book 547, Page 42, R.O.D.C., Tennessee, and the deed for which is of record in Book 1043, Page 261, R.O.D.C., Tennessee;

J. R. Kyzar and wife, Elizabeth N. Kyzar, are the owners of Lot No. 39, as shown on said plan, the deed for which is of record in Book 1044, Page 363, R.O.D.C., Tennessee; and,

WHEREAS, C. F. Blu is the owner of Lot No. 1, as shown on the plan of Airdrie Subdivision "A", as of record in Book 547, Page 10, R.O.D.C., Tennessee, the deed for which is of record in Book 1422, Page 68, R.O.D.C., Tennessee;

Mrs. Alexine Jolly is the owner of Lots Nos. 2, 3 and the westerly one-half of Lot No. 4, as shown on said plan, the deeds for which are of record in Book 1041, Page 284, and Book 1320, Page 445, R.O.D.C., Tennessee, respectively;

Willard M. West and wife, Ruby Ann West, are the owners of Lot No. 5 and the easterly one-half of Lot No. 4 as shown on said plan, the deed for which is held in trust by Herschel Greer, President of Guaranty Mortgage Company, and is of record in Book 2461, Page 381, R.O.D.C., Tennessee;

Raymond K. Toombs and wife, Lillian W. Toombs, are the owners of Lot No. 6 as shown on said plan, the deed for which is of record in Book 2640, Page 555, R.O.D.C., Tennessee;

T. R. Petty and wife, Sally Payne Petty, are the owners of Lot No. 7, as shown on said plan, the deed for which is of record in Book 1046, Page 166, R.O.D.C., Tennessee; and,

WHEREAS, the parties hereto own all of the lots adjoining and abutting upon said alley; and,

WHEREAS, it is the desire of all said parties to abandon and vacate said alley; and,

WHEREAS, all of said parties owning lots abutting and adjoining said 14 foot alley have agreed for a valuable and sufficient consideration, the receipt for which is hereby evidenced and acknowledged, and do accordingly hereby agree that the aforesaid 14 foot alley be closed and that the lots or parcels of land adjacent to and touching upon said alley shall run to a common line to the center of said alley;

NOW, THEREFORE, In consideration of the premises and the mutual covenants, conditions and benefits moving between the parties which are hereby acknowledged to be valuable and sufficient consideration for the execution of this instrument it is accordingly understood and agreed as follows:

1. That the alley hereinabove referred to as a 14

foot alley and as shown on the plan of Airdrie Subdivision "A" as of record in Book 547, Page 10, and Airdrie Subdivision "B" as of record in Book 547, Page 42, R.O.D.C., Tennessee, be and is hereby fully, finally and forever closed.

2. That in order to effectuate the closing of said alley and the extension of the side and rear property lines of each of the parties hereto, each of the parties hereto does hereby transfer and convey unto the other all of his, her or its right, title or interest and to such portions of said alley as may be immediately adjacent to and to the rear of such lots and to renounce and quit claim any and all interest in said alley or any right, title, use of occupancy thereof as shall adjoin the rear or side property line of the lot or lots owned by each party up to the center line of said alley aforesaid.

IN WITNESS WHEREOF, we have hereunto set our hands this the 21 day of June, 1960.

James D. Seat

Minnie Lee Seat

J. R. Kyzar

Elizabeth N. Kyzar

C. F. Bl[illegible]

Willard M. West

Ruby Ann West

Herschel Greer, Trustee and President of Guaranty Mortgage Company.

Alexine Jolly

Raymond K. Toombs

Lillian W. Toombs

T. R. Petty

Sally Payne Petty

On behalf of the Davidson County Planning Commission for the County of Davidson, State of Tennessee, I hereby join in this instrument for the sole purpose of consenting to the abandonment and closing of the aforedescribed alley and do hereby further certify that said alley is not a part of the thoroughfare plan for Davidson County, Tennessee, has never been opened or used by the general public and is not necessary for the use and benefit as a roadway or alley for the properties adjacent thereto.

Witness my hand, this 28th day of June, 1960.

DAVIDSON COUNTY PLANNING COMMISSION

By: Chas W. Hawkins

Charles W. Hawkins, Secretary.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Mrs. Lucille R. Hood, a Notary Public in and for said County and State, the within named Charles W. Hawkins, with whom I am personally acquainted, and who upon his oath acknowledged himself to be the Secretary of the Davidson County Planning Commission, the within named bargainor, and that he as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 29th day of June, 1960.

Mrs. Lucille R. Hood
Notary Public

My Commission Expires: Aug. 19, 1961

MRS. LUCILLE R. HOOD NOTARY PUBLIC DAVIDSON COUNTY, TENN.

On behalf of the Davidson County Highway Commission for the County of Davidson, State of Tennessee, I hereby certify that the above described alley as set forth in the certificate of Charles W. Hawkins, Secretary, for the Davidson County Planning Commission, as hereinabove shown, has never been improved, has never been accepted by the Quarterly County Court, and constitute no part of the Davidson County Highway system.

Witness my hand, this 29th day of June, 1960.

DAVIDSON COUNTY HIGHWAY DEPARTMENT

By: William D. Lamb Jr.
Wm. D. Lamb, Jr., Highway Enginee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Lucille Shelton a Notary Public in and for said County and State, the within named Wm. D. Lamb, Jr., with whom I am personally acquainted, and who upon his oath acknowledged himself to be the Engineer of the Davidson County Highway Department, the within named bargainor, and that he as such Engineer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 29th day of June, 1960.

Lucille Shelton
Notary Public

My Commission Expires: Oct. 29, 1963

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Jack E. Burke

a Notary Public in and for said County and State, the within named James D. Seats and wife, Minnie Lee Seats, J. R. Kyzar and wife, Elizabeth N, Kyzar, C. F. Blu, Willard M. West and wife, Ruby Ann West, Raymond K. Toombs and wife, Lillian W. Toombs, T. R. Petty and wife, Sally Bayne Petty, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 21 day of June, 1960.

Jack E. Burke
Notary Public

My Commission Explres: Aug 5 1961

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Louise Shilton, a Notary Public in and for said County and State, the within named Herschel Greer, with whom I am personally acquainted, and who upon his oath acknowledged himself to be the Trustee and President of Guaranty Mortgage Company, the within named bargainor, and that he as such Trustee and President of Guaranty Mortgage Company, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this, the 21st day of June, 1960.

Louise Shilton
Notary Public

My Commission Expires: Oct 29 1963

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AGREEMENT

TO CLOSE AND ABANDON

A 14 FOOT ALLEY

IN

"AIRDRIE SUBDIVISION"

BUYERS : INVESTMENT BROKERS OF AMERICA INC.
PROPERTY : 216 Antioch Pike, Nashville, TN
DATE : May 14, 1998

ACCEPTANCE OF PROPERTY CONDITION, SURVEY AND TITLE EXCEPTIONS RECEIPT and HOLD HARMLESS

I/We, THE UNDERSIGNED BUYER(S), hereby acknowledge that the PROPERTY and all of its improvements, fixtures, appliances, and other parts are in good and satisfactory working order and in the condition contracted for. If the PROPERTY is new construction, I/we find that the improvements erected on the above-mentioned PROPERTY have been completed substantially in accordance with the plans and specifications, and to my/our satisfaction, and that the terms of the contract between me/us and the contractor have been fully carried out. If this is the purchase of an existing dwelling, I/we state that I/we am/are familiar with the PROPERTY and have accepted the condition thereof, and that all terms of the sales contract (including any required repairs and inspections) have been met to my/our satisfaction. The matters acknowledged in this paragraph are to the best of BUYER's knowledge and belief, and nothing in this Agreement is to be construed as a waiver of any claims, damages, causes of action, or rights under any warranty, express or implied, against any party other than Williamson County Escrow & Title, Inc.; YOST AND ROBERTSON PLC; COMMONWEALTH LAND TITLE INSURANCE COMPANY; and their respective successors and assigns.

I/We certify that the Settlement Agent has provided me/us with a copy of Commitment for Title Insurance and that I/we have reviewed and consent to all of the exceptions to title which would appear in an Owner's Title Policy of the PROPERTY.

IN CONSIDERATION OF THE closing, I/we hereby indemnify and hold Williamson County Escrow & Title, Inc.; YOST AND ROBERTSON PLC; COMMONWEALTH LAND TITLE INSURANCE COMPANY; their respective successors and assigns, harmless from and against any claims, costs, damages, causes of action and expenses in any way arising as a result of the PROPERTY condition or any matters indicated in the exceptions stated in the Commitment for Title Insurance, and the Owner's and Mortgage Title Insurance Policies.

IN ADDITION TO, BUT NOT IN LIEU OF THE ABOVE, and for the consideration recited above, I/we have been made aware of the following specific conditions affecting the above-described PROPERTY, and I/we do hereby indemnify and hold harmless Williamson County Escrow & Title, Inc.; YOST AND ROBERTSON PLC; COMMONWEALTH LAND TITLE INSURANCE COMPANY; their respective successors and assigns, from any claims, costs, damages, causes of action and expenses and each and every of them and against all losses, costs, damages, attorney's fees and expenses of every kind and nature which it may suffer, expend or incur under or by reason or in consequence of, including loss, costs, damages, fees and expenses incurred in actions brought to enforce this Agreement in any way arising from the following conditions:
No survey; Conditions indicated in and age of termite letter; easement for alley not insured

INVESTMENT BROKERS OF AMERICA INC.

BY: Bob Jennings
TITLE: For I.B.O.A.

I STATE THAT AS THE SETTLEMENT AGENT for the closing on the above-described PROPERTY, I have provided the Owner's Commitment for Title Insurance or reviewed and provided a copy of the Mortgage Commitment for Title Insurance to the BUYER(s).

YOST AND ROBERTSON PLC

BY: _____ DATE: 5/14/98

TITLE: Memb