This Instrument Was Prepared By:
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Davidson County DEEDWARR
Recvd: 03/24/06 13:46 6 pgs
Fees:33.00 Taxes:8050.49
20060324-0033994

Address New Owner And Send Tax Bills To:

Oliver C. Carmichael, III, et ux.
4330 Sneed Road
Nashville, TN 37215

Map and Parcel Number:

130-08-55.00

GENERAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid by the hereinafter named Grantee, and for other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, **ALAN BURROUGHS** (hereinafter referred to as the "Grantor") has bargained and sold, and by these presents does transfer and convey unto **OLIVER C. CARMICHAEL, III,** and wife, **KATHY M. CARMICHAEL** (hereinafter collectively referred to as the "Grantees"), in fee simple, certain real property situated in Davidson County, Tennessee, which property is more particularly described on Exhibit A which is attached hereto and made a part hereof by this reference, together with all right, title and interest of the Grantor, if any, in and to any easements and rights-of-way adjoining, abutting, or benefitting the same and together with the appurtenances, hereditaments, estate, title and interest thereto appertaining (all of the foregoing being hereinafter collectively referred to as the "Property").

TO HAVE AND TO HOLD the Property to the Grantees, their successors and assigns, in fee simple forever; subject, however, to the matters set forth in Exhibit B which is attached hereto and made a part hereof by this reference.

The Grantor covenants that the Grantor is lawfully seized and possessed of the Property; that the Grantor has full power and lawful authority to sell and convey the Property; that the Property is free from all encumbrances, except as herein set forth; and the Grantor will forever warrant and defend the title to the Property against all persons lawfully claiming the same.

Whenever in this instrument the terms Grantor and Grantee are used, such terms will be construed to include said parties, their respective heirs, legal representatives, successors and assigns, and such terms, or pronouns therefor, will be construed to include the masculine, feminine or neuter gender and the singular number will include the plural, all as the context may require.

IN WITNESS WHEREOF, the Grantor has executed this deed on this 24th day of March, 2006.

Alan Burroughs

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

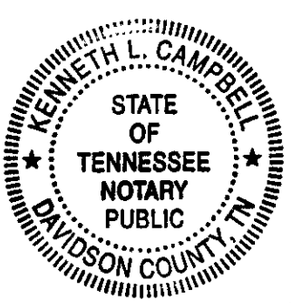
The actual consideration or value, whichever is greater, for this transfer is $2,175,808.07.

Affiant

Subscribed and sworn to before me, this the 24th day of March, 2006.

Notary Public For The State Of Tennessee

My Commission Expires: January 26, 2008



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 Alan Burroughs, the bargainor, 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 notarial seal at office, this 24th day of March, 2006.

Notary Public For The State Of Tennessee

My Commission Expires: January 26, 2008

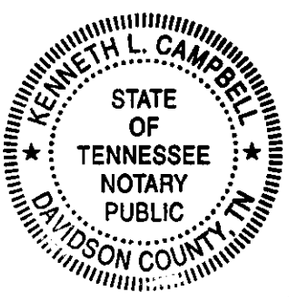


Exhibit A

Property Description

Land in Davidson County, Tennessee, being more particularly described as follows:

Being the southerly one half of Lot No. 20, Belle Meade Annex Subdivision, as shown of record in Plat Book 547, Page 66, Register's Office for Davidson County, Tennessee. Said part of Lot No. 20 fronts 100 feet on the easterly side of Sneed Road and runs back between parallel lines 300 feet to a dead line.

Being the same property conveyed to Alan Burroughs by deed from Harmon J. Hays, Jr., and wife, Annette Hays; and James Hatcher Hays, unmarried, of record as Instrument No. 20040901-0105817, Register's Office for Davidson County, Tennessee.

The Grantor reserves an easement (the "Easement") on the following terms and conditions:

1. The Easement is perpetual.

2. The Easement runs with the land, burdens the property conveyed under this deed (the "Property") and is for the benefit of the property owned by the Grantor (under the name Joseph A. Burroughs) under a deed of record in Book 5034, Page 880, Register's Office for Davidson County (the "Grantor's Retained Property"), to which deed reference is hereby made for a more complete description. The Grantor's Retained Property adjoins the Property and is located at 4334 Sneed Road, Nashville, Tennessee 37215.

3. The Easement is for the purpose of erecting and maintaining a privacy fence (the "Fence") for the benefit of the Grantor's Retained Property. The Easement includes reasonable rights of access, for purposes of maintaining the Fence, across the Property from the Grantor's Retained Property to the Fence and reasonable rights of lateral support for the Fence.

4. The area of the Easement (the "Easement Area") is described as follows according to a survey by John Alan Hood, Tennessee R.L.S. No. 1838, dated August 19, 2004: Beginning at an iron rod (new) at the northeast corner of the Joseph A. Burroughs land (Book 5034, Page 880, Register's Office for Davidson County, Tennessee), said rod being the northeast corner of Lot No. 19 and the southeast corner of Lot No. 20, Belle Meade Annex Subdivision (Book 547, Page 66,

Register's Office for Davidson County, Tennessee) and being in the westerly line of Lot No. 49, Sneed Estates (Book 2133, Page 10, Register's Office for Davidson County, Tennessee) owned by Richard W. Rodgers (Instrument No. 20021218-0156148, Register's Office for Davidson County, Tennessee) and being located N 06° 00' 00" E 100.10 feet from an iron rod (old) at said Burroughs' southeast corner; thence along the common line of said Lots 19 and 20 N 84° 00' 04" W 300.43 feet to an iron pipe (old) in the easterly margin of Sneed Road (50' R.O.W.) at said Burroughs' northwest corner; thence leaving said easterly margin S 84° 40' 07" E 300.45 feet to a point in the westerly line of said Rodgers' property; thence S 06° 00' 00" W 3.5 feet to the point of beginning and containing 525.75 square feet, more or less.

5. The Grantor will bear all expenses of maintaining the Fence.

Exhibit B

Exceptions

1. Davidson County taxes for 2006, Map-Par. 130-08-55.00, which are being prorated and assumed by the Grantees.

2. All matters shown on the Plan of Belle Meade Annex Subdivision, of record in Book 547, Page 66, Register's Office for Davidson County, Tennessee.

3. Easements for utilities serving the Property.