Box 8

Davidson County DEEDWARR
Recvd: 05/17/06 12:02 4 pgs
Fees:23.00 Taxes:6184.61

20060517-0057786

THIS INSTRUMENT PREPARED BY: **Wesley D. Turner** **GULLETT, SANFORD, ROBINSON & MARTIN, PLLC** 315 Deaderick Street, Suite 1100 P. O. Box 198888 Nashville, Tennessee 37219-8888 (615) 244-4994	STATE OF TENNESSEE) COUNTY OF DAVIDSON) The actual consideration or value, whichever is greater, for this transfer is $1,671,515.95. Affiant Subscribed and sworn to before me, this 15th day of May, 2006. Notary Public My Commission Expires:

NOTARY PUBLIC AT LARGE — DAVIDSON COUNTY, TENN.

My Commission Expires JULY 21, 2007

Address New Owner As Follows:	Send Tax Bills To:	Map-Parcel Number:
David & Elizabeth Poile 3611 Trimble Road Nashville, TN 37215	New Owner	P/O 130-08-0 135.00

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid by the hereinafter named Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, **BOB HALEY**, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto **DAVID POILE AND WIFE, ELIZABETH POILE**, hereinafter called the Grantees, their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 9 on the plan of the Resubdivision Lot 3 Whitney Place & Resubdivision Lot 9 Larkway Gardens, as of record in Instrument No. 20060512-0055924, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Together with the first right to purchase a portion of Lot 3 Whitney Place, set out in Addendum as Exhibit "A"

Being part of the same property conveyed to Bob Haley by deed from George D. Thomas, III and spouse, Lesley Thomas, of record as Instrument No. 20050308-0025069, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. 2006 taxes, a lien but not yet due and payable, which have been prorated and assumed by Grantees. By acceptance of delivery of this instrument, Grantees assume and agree to pay such taxes as and when such become payable and to indemnify and hold harmless Grantor from liability and loss therefrom.

2. All matters as shown on the Plan of record in Book 2133, page 6, Register's Office for Davidson County, Tennessee.

3. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4308, page 615, said Register's Office.

4. Restrictive covenants contained in Book 2046, page 410, said Register's Office.

This is improved property known as 3611 Trimble Road, Nashville, TN 37215.

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 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 further covenant and bind myself, my 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 person whomsoever.

WITNESS my hand this 15th day of May, 2006.

Bob Haley

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

WITNESS my hand, at office, this 15th day of May, 2006.

Notary Public

My Commission Expires: _____

WESLEY D. TURNER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires JAN. 27, 2007

EXHBIT "A"

ADDENDUM TO CONTRACT
FOR SALE OF REAL ESTATE

THIS ADDENDUM shall amend the Contract for Sale of Real Estate dated March 12, 2006 entered into between BOB HALEY ("Seller") and DAVID POILE AND ELIZABETH POILE ("Buyers") (the "Contract") for sale and purchase of real property located at 3611 Trimble Road, Nashville, TN 37215 (the "Property"), and shall amend, supplement and control over any conflicting or inconsistent terms of the Contract. The terms and provisions of this Addendum are:

1. The Property will consist of .79 acres, which will be shown as a separate building lot on a plat to be approved by the Metropolitan Planning Commission, as shown on the survey of C. Michael Moran, Registered Land Surveyor, dated December 7, 2005.

2. A separate parcel consisting of .21 acres as shown on the above survey shall be retained by Seller and attached to Seller's lot adjoining such parcel, which is Lot No. 3 on the plan of Whitney Place of record in Book 9700, Page 661, Register's Office for Davidson County, Tennessee.

3. Buyers shall have a right of first refusal to purchase the .21 acre parcel prior to any sale by Seller of Lot 3, Whitney Place, for a period of ~~five (5)~~ seven (7) years from the date of closing of sale of the Property to Buyers under the Contract for a price of $10,000.00, subject to the following terms and conditions:

(a) The closing of sale of the .21 acre parcel under the right of first refusal will be conditional upon a further replatting of the Property to include the .21 acre parcel, to delete such .21 acre parcel from Lot 3, Whitney Place, with such replatting to be approved by the Metropolitan Planning Commission. Buyers will bear the costs and expense of such replatting.

(b) During the term of this right of first refusal, prior to any sale of Lot 3, Whitney Place by Seller, Seller shall give written notice of such proposed sale to Buyers. Buyers shall then have ten (10) days after such written notice within which to give written notice to Seller that Buyers wish to purchase such .21 acre parcel, to pay the $10,000.00 purchase price to Seller, and to initiate an application with the Metropolitan Planning Commission to remove such .21 acre tract from Lot 3, Whitney Place and to combine it with the Property. In the event such re-subdivision and combination with the Property is approved by the Metropolitan Planning Commission within ninety (90) days of such application, then the .21 acre tract shall be deeded to Buyers by Seller. In the event such application is not approved by the Metropolitan Planning Commission within such ninety (90) day period, then the $10,000.00 purchase price shall be repaid by Seller to Buyers, the .21 acre parcel shall not be conveyed and the right of first refusal shall be terminated.

4. The right of first refusal is personal to Buyers, shall not run with the land and shall terminate at such time as Buyers are no longer the owners of the Property.

IN WITNESS WHEREOF, this Addendum has been executed this 15th day of May, 2006.

SELLER

BOB HALEY

BUYERS

DAVID POILE

ELIZABETH POILE

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