Davidson County DEEDWARR
Recvd: 11/06/07 15:26 3 pgs
Fees:18.00 Taxes:1572.50

20071106-0131141

THIS INSTRUMENT PREPARED BY: GEORGE V. CRAWFORD, JR. **GULLETT, SANFORD, ROBINSON & MARTIN, PLLC** 315 DEADERICK STREET, SUITE 1100 P. O. BOX 198888 NASHVILLE, TENNESSEE 37219-8888 (615) 244-4994 AMY LEATHERS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY	STATE OF TENNESSEE) COUNTY OF DAVIDSON) The actual consideration or value, whichever is greater, for this transfer is $425,000.00. Affiant Subscribed and sworn to before me, this 24th day of October, 2007. Notary Public My Commission Expires: 9/20/08

Address New Owner As Follows: David C. Mason 5738 Laura Hill Road Nashville, TN 37215	Send Tax Bills To: New Owner	Map-Parcel Number: 145 01 0 010.00

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, **WILLIAM E. FITZGIBBON, IV AND WIFE, DAWN VICTORIA FITZGIBBON** hereinafter called the Grantors, have bargained and sold, and by these presents do transfer and convey unto **DAVID C. MASON AND WIFE, MARGARET O'FARRELL WHITE MASON**, 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(s) 2, as shown on the map entitled Resubdivision of Lots 1, 2 and 3 on the plan of Westwood, Section 2, of record as Instrument No. 20050125-0008856, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to William E. Fitzgibbon, IV and Wife, Dawn Victoria Fitzgibbon by General Warranty Deed from Treetop Builders, Inc., dated February 17, 2005 and

recorded the 18th day of April 2005 as Instrument No. 20050418-0042398 in the Register's Office for Davidson County, Tennessee.

A new legal description was not prepared for this transaction. The legal description is the same as the previous instrument of record.

This conveyance is made subject to:

1. All matters as shown on the Plan of record in Instrument No. 20050125-0008856, Register's Office for Davidson County, Tennessee.

2. Easement for purpose of running a private water main of record in Book 4845, Page 131, said Register's Office.

3. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 6740, Page 967, said Register's Office.

This is unimproved property known as 5616 South Stanford Court, Nashville, TN 37215.

Grantors and Grantees agree to the following conditions and restrictions with respect to the Property:

(a) In the event Grantees decide to sell the Property within thirty-six (36) months from the date of the execution of the Warranty Deed, Grantees shall provide written notice to Grantors of their intentions, and Grantors shall have first right of refusal with respect to the purchaser of the Property. If Grantors elect to purchase the Property, they shall provide written notice of such election to Grantees within fourteen (14) days from receipt of Grantees' notice of intent to sell. In such event, the purchase price for the Property shall be (i) the fair market value of the Property at the time of closing, or (ii) a negotiated purchase price that is mutually agreed to by the parties. The fair market value of the Property shall be determined by a real estate appraiser that has been mutually agreed upon by the parties. The cost of such appraisal shall be divided equally between the parties.

(b) Grantees agree not to commence construction of any improvements on the Property within thirty-six (36) months from the date of the execution of this Contract, except that the Grantees, at any time, may combine this Property with Grantees' existing property (5738 Laura Hill Road, Nashville, Tennessee 37215) for the purpose of constructing a new single family residence replacing the old residence and located on the combined properties.

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 we covenant with the 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 herein set out; and further covenant and bind ourselves, our 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 our hands this 24th day of October , 2007.

William E. Fitzgibbon, IV

Dawn Victoria Fitzgibbon

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, William E. Fitzgibbon, IV, 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 24th day of October, 2007.

Notary Public

My Commission Expires: _____

GEORGE V. CRAWFORD, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires MAY 2, 2011

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

WITNESS my hand, at office, this 24th day of October, 2007.

Notary Public

My Commission Expires: _____

GEORGE V. CRAWFORD, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires MAY 2, 2011