BILL GARRETT, Davidson County
Trans:T20100025950 DEEDWARR
Recvd: 04/30/10 12:51 4 pgs
Fees:23.00 Taxes:3322.60
20100430-0033058

This Instrument Was Prepared By:
Jack F. Stringham II
Bone McAllester Norton PLLC
Suite 1600
511 Union Street
Nashville, Tennessee 37219-1778

GENERAL WARRANTY DEED

ADDRESS OF NEW OWNER:	SEND TAX BILLS TO	MAP/PARCEL
Thomas W. Wills	**Same**	**Map #104-16**
1704 Linden Avenue		**Parcel 155.00**
Nashville, TN 37212		

FOR AND IN CONSIDERATION OF TEN DOLLARS ($10.00) cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Michael L. Ward and David F. Taylor,** tenants in common with rights of survivorship (collectively, the "Grantors") have bargained and sold, and by these presents do transfer and convey unto **Thomas W. Wills** (the "Grantee"), his heirs, successors and assigns, a certain tract or parcel of land situated within the Davidson County, Tennessee (the "Property"), and being more particularly described as follows.

Land in Davidson County, Tennessee, being the East one-half of Lot No. 159 on the Map of Belmont Land Co.'s property called "Belmont Heights," of record in Book 421, page 34, Register's Office for said county. Said part of said Lot fronts 50 feet on the North side of West Linden Avenue and extends back between parallel lines 175 feet to an alley.

Being the same property conveyed to Michael L. Ward and David F. Taylor, tenants in common with rights of survivorship by deed from John Benton Milwee of record in Documents Number 20090421-0036058, Register's Office for Davidson County, Tennessee.

This is improved property, known as 1704 Linden Avenue, Nashville, Davidson County, Tennessee 37212.

TO HAVE AND TO HOLD said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said Grantee, Grantee's heirs, successors, and assigns forever. Grantors do hereby release and relinquish unto Grantee, his heirs, successors and assigns forever, all of their right, title and interest in and to said property, and do hereby covenant to and with Grantee, his heirs, successors and assigns, to defend the title to the property herein conveyed against all persons lawfully claiming the same subject to all matters of public record and the easements granted herein. 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.

Grantors own the adjoining property located at 1702 Linden Avenue, Nashville, Davidson County, Tennessee of record at Instrument No. 20020215-0020204, Register's Office for Davidson County, Tennessee (the "Grantor's Property").

Grantors hereby retain for themselves and their heirs, successors and assigns the following easements (collectively, the "Easements") which shall apply to and affect a portion of the Property along the eastern property line of Grantors' Property running from Linden Avenue to the alley in the rear of the Property as described in the attached Exhibit A (the "Easement Property"):

A. A permanent and non-exclusive easement for the use and enjoyment of a fence and other improvements, including landscaping, on the Easement Property and to otherwise possess and use the Easement Property for whatever purposes; and

B. A permanent and non-exclusive easement to go on the Property to accomplish any maintenance, repairs and replacement of said fence and other improvements.

The Easements shall run with the Grantor's Property, and shall be for the benefit and use of the Grantors herein, their respective successors, assigns, heirs, executors, administrators and personal representatives and their respective tenants, business invitees, licensees, employees and agents.

Grantors, for themselves and their successors and assigns, covenant that they will maintain the fence in reasonable repair, at their sole expense. Such covenant shall run with the land and not be an individual obligation. Any repair or replacement shall be of the same or similar type of materials as the current fence. If Grantors fail to reasonably maintain the fence in the same or similar condition as it is currently maintained, Grantee shall notify Grantors of the need for repair and Grantors shall have 90 days to complete any repairs, after which time, Grantee may reasonably repair the fence at Grantor's expense.

IN WITNESS WHEREOF, Grantors have executed this instrument this 29th day of April, 2010.

Michael L. Ward

David F. Taylor

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, of the state and county aforementioned, personally appeared **Michael L. Ward and David F. Taylor**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that they executed the foregoing instrument for the purpose therein contained.

NOTARY PUBLIC

JACK F. STRINGHAM II
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires May 22, 2010

My Commission Expires: 5/22/2010

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is $898,000.00.

Affiant

Subscribed and sworn to before me,
this 29th day of April, 2010.

Notary Public

My Commission Expires:

5/22/2010

JACK F. STRINGHAM II
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires May 22, 2010

EXHIBIT A

LAND IN THE 18TH COUNCILMANIC DISTRICT OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE, BEING PART OF LOT 159 ON THE PLAN OF BELMONT LAND COMPANY'S PLAN, RECORDED IN BOOK 421, PAGE 34, REGISTER'S OFFICE FOR SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING IN THE NORTH RIGHT OF WAY OF LINDEN AVENUE AT THE COMMON CORNER OF LOTS 158 AND 159 SHOWN ON SAID PLAN;
THENCE LEAVING LINDEN AVENUE, ALONG THE LINE BETWEEN LOTS 158 AND 159, N 07° 17' 40" E, 25.8 FEET TO THE POINT OF BEGINNING;
THENCE ALONG THE EASEMENT LINE N 83° 20' W, 3.2 FEET;
THENCE N 06° 55' 36" E, 43.8 FEET;
THENCE N 82° 42' 30" E, 2.6 FEET;
THENCE N 07° 17' 40" W, 23.5 FEET;
THENCE S 82° 42' 33" 2.8 FEET;
THENCE N 07° 39' E, 66 FEET;
THENCE N 50° 17' E, 4.3 FEET TO THE LINE OF LOTS 158 AND 159;
THENCE S 07° 17' 40" W, 136.52 FEET TO THE POINT OF BEGINNING.