CD-181

47,700

WARRANTY DEED

BOOK 3898 PAGE 399

Address New Owner Send Tax Bills as Follows Martin Theatres of Georgia, Inc. 1308 Broadway, P. O. Box 391 Columbus, Georgia, 31902	Map-Parcel Numbers Map 72-2 Par. 140 15D 410

STATE OF GEORGIA,

MUSCOGEE COUNTY.

WHEREAS, Martin Theatres of Nashville, Inc., a corporation organized and existing under the laws of the State of Tennessee, hereinafter designated "Grantor," is being dissolved as of the close of business on March 27, 1965;

WHEREAS, Martin Theatres of Georgia, Inc., a corporation organized and existing under the laws of the State of Georgia, with its principal office and place of business located at 1308 Broadway, Columbus, Muscogee County, Georgia, hereinafter designated "Grantee," on and prior to March 27, 1965, owned the entire common capital stock of Grantor, and said Grantee was and is qualified to do business within the State of Tennessee;

WHEREAS, as a part of the plan of the dissolution of said Grantor, it is contemplated that all of the assets of every nature and kind of Grantor shall be transferred and conveyed to Grantee, and that Grantee, after March 27, 1965, will conduct the operation of the motion picture theaters and other businesses formerly carried on in Tennessee by Grantor:

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, receipt of all of which is hereby acknowledged, Grantor has bargained and sold, and by these presents does transfer and convey unto the said Grantee, its successors and assigns a certain tract or parcel of land lying and being situated in the _____ Civil District of Davidson County, Tennessee, bounded and described as follows:

Being a part of Lot 1 and parts of Lots 2 and 8 on the plan of E. B. Craig's Subdivision of the Crownover Property as of record in Book 894, pages 640 and 641, Register's office, Davidson County, Tennessee, described according to a survey made by Wm. Collier Parrish

Associates, Civil Engineers, No. 61074, dated March 1, 1961, designated as "Parcel A," as follows:

Beginning at an iron stake on the westerly margin of Gallatin Road and the northerly margin of Masonic Home Road; thence with the margin of Masonic Home Road N 67 degrees 57' W 258.92 feet to an iron stake on the easterly margin of Baxter Avenue; thence with the margin of Baxter Avenue N 25 degrees 53' E 201.15 feet to an iron stake; thence S 66 degrees 05' east 261.72 feet to an iron stake on the westerly margin of Gallatin Road; thence with said margin S 26 degrees 50' W 192.90 feet to the point of beginning, containing 1.18 acres, more or less.

Being the same property conveyed by The Crescent Amusement Company to Martin Theatres of Nashville, Inc., by deed dated March 15, 1961 and recorded in the Register's office of Davidson County, Tennessee in Deed Book 3219, page 514.

The Crescent Amusement Company reserves unto itself, its successors and assigns, the right or easement to use the sewer lines and drains passing through the premises hereby conveyed, for the use and benefit of other premises owned by The Crescent Amusement Company in the immediate vicinity, and shall have the right of ingress to and egress from the herein described tract, for the purpose of making other connections to the sewer lines or drains, and repairing or replacing the same. By the acceptance and recording of this deed, The Crescent Amusement Company and Martin Theatres of Nashville, Inc. agree that so long as the easement thus retained continues, the parties bind and obligate themselves, their respective successors and assigns, to share equally in the expense of operating and maintaining the common portion of the sewer lines and drains. The Crescent Amusement Company also reserves unto itself, its successors and assigns, the right or easement to maintain, for a period of ten (10) years from and after the date of the deed in which this reservation was made, to wit, March 15, 1961, at its sole cost and expense, an electrical sign of the Inglewood Bowl which is located at approximately the point on the survey heretofore mentioned, to which reference is here made, and shall have free ingress and egress in, from and over said premises hereby conveyed, for the purpose of maintaining or repairing said sign, conduits, wires and poles.

This is improved property and upon the same is located the Inglewood Theatre, _____, Nashville, Tennessee.
House Number Street

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever. And Grantor does covenant with the said Grantee, that Grantor is lawfully seized and possessed of said land in fee simple; has a good right to convey it; and the same is unencumbered except that, if the title to the real estate hereby conveyed is subject to any debt of record, liability of record or lien of record in favor of The Crescant Company, a Tennessee corporation, its successors or

assigns, the Grantee, by accepting delivery of this warranty deed, and the successors or assigns of Grantee, do hereby agree to assume, to guarantee, to pay and to discharge any such debt of record, any such liability of record and/or any such lien of record. And Grantor does further covenant and bind its successors and assigns to warrant and forever defend the title of the said land to the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its corporate name, its corporate seal to be affixed and these presents to be attested, executed and delivered all by its duly authorized officers, effective as of the close of business on March 27, 1965.

MARTIN THEATRES OF NASHVILLE, INC.

By _____
E. D. Martin
President

NO STATE TAX DUE
JUN 4 1965
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY TENN.

Attest _____
F. L. Brady
Secretary

(Corporate Seal)

GRANTOR

STATE OF GEORGIA,
MUSCOGEE COUNTY.

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared E. D. Martin with whom I am personally acquainted and who upon oath, acknowledged himself to be the President of Martin Theatres of Nashville, Inc., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as President thereof.

Witness my hand and official seal in Columbus, said State and County this 30 day of April, 1965.

_____
Notary Public, Muscogee County, Georgia

Commission expires 5-11-65

(Notarial Seal)

3.

WARRANTY DEED
CONVEYING
INGLEWOOD THEATRE
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

FROM

MARTIN THEATRES OF NASHVILLE, INC.

TO

MARTIN THEATRES OF GEORGIA, INC.

8355 1

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUN 4 12 40 PM '63

NOTE BOOK PAGE
RECORDING FEE $
DEP. REG.

W. Edward Swinson
Attorney at Law
P. O. Box 548
Columbus, Georgia