CD-180 Green Hills 136,500.

WARRANTY DEED BOOK 3898 PAGE 415

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 117-14 Par. 139 7DA 25100

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 7th Civil District of Davidson County, Tennessee, bounded and described as follows:

> Part of Lot No. 9 on the Plan of the Division of the Lands of Andrew Castleman, deceased, in the 7th, formerly 11th, Civil District of Davidson County, Tennessee, a plan of which is of record in Minute Book "J," page 30, in the office of the County Court Clerk for said County, and described according to a copy of a survey thereof made by

Z. J. Wilkinson, Surveyor, December 17, 1946, as follows:

Beginning at a stake in the westerly margin of the Hillsboro Road, said stake being set at a point 495.8 feet southwest from the southerly margin of Abbott Martin Road as measured along the margin of Hillsboro Road which is a slight curve; thence with the margin of Hillsboro Road as follows: South 32 degrees West 73.8 feet; South 35 degrees 15' West 100 feet; South 38 degrees West 243.4 feet to a stake in the margin of said Road at the northeast corner of the H. G. Hill property; thence with the line of said property, North 87 degrees 30' West 259.2 feet to a mark on a rock; thence North 14 degrees 45' East partly along the easterly margin of Bandywood Road, 542.3 feet to a stake which is 25 feet South of Foster's southwest corner; thence South 87 degrees East 249 feet to a stake; thence South 31 degrees 15' West 139 feet to a stake; thence South 69 degrees 57' East 200 feet to the beginning, containing 3.77 acres;

Except the following tract or parcel of land lying and being in Davidson County, State of Tennessee, more particularly described as follows: Land in Davidson County, Tennessee, being part of lot No. 9 on the Plan of the division of the lands of Andrew Castleman, deceased, of record in Minute Book "J," page 30, of the County Court for said County, described according to a survey made by Barge, Waggoner and Sumner, Inc., Engineers, May 1, 1964, as follows: Beginning on the easterly margin of Bandywood Road, at an iron pin located 25 feet, more or less, South of the southwest corner of the property conveyed to Peoples Service Stations, Inc. by deed from Ross Dowden and wife, of record in book 3225, page 197, Register's Office for said County; thence South 87 degrees 55' East 253.37 feet to a cross on wall on the "Green Hills Market" property; thence with the westerly line of said property, South 30 degrees 44' West 139 feet to a cross on sidewalk; thence North 87 degrees 55' West 213.03 feet to an iron pin on the easterly margin of Bandywood Road; thence with said Road, North 14 degrees 15' East 124.79 feet to the beginning; conveyed by deed dated May 29, 1964, from Martin Theatres of Nashville, Inc., to Green Hills Market, Inc., a Tennessee corporation.

The aforesaid land including both the land hereby conveyed and that conveyed by Martin Theatres of Nashville, Inc., to Green Hills Market, Inc., by deed dated May 29, 1964, is 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 517.

This conveyance is made subject to: (1) the rights, if any, reserved in the deed from Virginia P. Goodpasture to Green Hills Market, Inc., of record in Book 1391, page 42, with reference to a right-of-way 25 feet wide running along the most northerly line of the land conveyed in that deed; (2) the common easement between Crescent Amusement Company and Green Hills Market, Inc., with reference to the joint use of the parking space between each of their respective buildings, said easement being dated November 16, 1949, and appearing of record in Book 1764, page 631, said Register's Office; and (3) the easement granted by The Crescent Amusement Company to the Nashville Suburban Utility District with reference to the construction and maintenance of a sewer line and a receiving tank and pumping station along the southerly margin and part of the westerly margin of the herein described property, of record in Book _____, page _____, said Register's Office.

But there is included in the conveyance of the aforementioned property all right, title and interest which The Crescent Amusement Company has in and to any contracts and agreements with reference to the construction of the sewer line by the Nashville Suburban Utility District and its agreement to refund to the Subscribers pro rata according to their original contributions a certain percentage of the sale price of any taps subsequently sold, Crescent's original contribution having been $9,048.90.

The property described above and conveyed by this deed is subject to encroachments, rights-of-way and easements of the City of Nashville as shown by the paper describing the same and delivered to Grantee herein along with the original of this deed.

This is improved property and upon the same is located the Green Hills 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 Crescent 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

Attest _____
F. L. Brady
Secretary

(Corporate Seal)

GRANTOR

STATE OF GEORGIA,

MUSCOGEE COUNTY.

RECORDER'S MEMO: Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

BOOK 3898 PAGE 418

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 5-15-65 (Notarial Seal)

NO STATE TAX DUE

JUN 4 1965

R. E. WOMMALL
COUNTY COURT CLERK
DAVIDSON COUNTY TENN.

WARRANTY DEED
CONVEYING
GREEN HILLS THEATRE
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

FROM

MARTIN THEATRES OF NASHVILLE, INC.

TO

MARTIN THEATRES OF GEORGIA, INC.

83505

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUN 4 12 42 PM '65

NOTED BOOK 111 PAGE 703
RECORDING FEE 3 2.50
DEP. REG. M

2.50

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