Owner & Tax Statements:
William B. Akers, et al
214 Deer Park Circle
Nashville, Tennessee

MAP, 132-03
PAR. 11
GDA 28530
MS

WARRANTY DEED

For and in consideration of the sum of One Dollar ($1.00) and other valuable consideration paid by William B. Akers and J. Clark Akers III, of Nashville, Tennessee, hereinafter referred to as "Grantees", the receipt of which is hereby acknowledged by Asphalt Products Company, Inc., a Tennessee corporation, with its principal office and place of business in Nashville, Tennessee, hereinafter referred to as "Grantor", has this day bargained and sold, and by these presents does transfer and convey, unto the said Grantees, their successors, heirs and assigns, forever in fee simple, certain real estate in the Sixth Civil District of Nashville-Davidson County, Tennessee, described as follows:

> Beginning at a wooden stake in the center line of Louisville & Nashville Railroad Company's Classification Center Lead Track No 6C, which stake is on the easterly prolongation of the northerly boundary of a tract of land conveyed by Grantor to Raymond C. Pierce by deed of record in Book 1583, page 436, in the Register's Office for Davidson County, Tennessee; thence with the prolongation of the said Pierce north line, north 67 deg. 05' east, 145.65 feet to a wooden stake in the center line of the Tennessee Valley Authority transmission line easement; thence, with the center line of said TVA easement, north 27 deg. 57' west, 286.95 feet to a wooden stake; thence, south 67 deg. 05' west, 204.62 feet to a point in the center line of said L. & N. Railroad Company's Track 6C; thence, with the center line of said track, 300.00 feet to the beginning; containing 1.2 acres, more or less.
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> The above described tract of land is a part of the property conveyed to Tennessee Development Company Grantor's grantor by deed of United States of America, of record in book 1561, page 117, in the Register's Office for Davidson County, Tennessee.

Subject to real and personal property taxes assessed in January, 1965, payable in October, 1965, and February, 1966.

There is further conveyed to Grantees, their successors, heirs and assigns, an easement for the maintenance and operation of a spur track to be used for the servicing of the property hereinabove conveyed to Grantees. Said easement is described as follows:

Beginning at a point in the center line of said L. & N. spur Classification Center Lead Track No 6C, where the same intersects the northerely boundary of the tract of land hereinabove described and conveyed to Grantee; thence in a generally northwesterly direction, along the center line of said track, 100 feet; thence at right angles to the center line of said track, in a generally northeasterly direction, 8 feet; thence in a generally southeasterly direction, along a line parallel to and 8 feet east of the center line of Grantee's proposed switch turnout, to a point in the northerly boundary of the land hereinabove described and conveyed to Grantee, saidpoint being 16 feet from the center line of said Track 6C; thence with Grantee's northerly boundary, 16 feet, to the point of beginning.

The foregoing easement is to be used for a switch turnout connected with L. & N. Railroad spur track and shall be subject to all rules and regulations of said L. & N. Railroad.

The conveyance of the above described tract of land and the easement as hereinabove described is expressly subject to the following easements:

1. Easement or right of way granted to L. & N. Railroad and/or Nashville and Decatur Railroad for construction and maintenance of the above described main spur track, said easement being 16 feet in width and extending 8 feet on each side of the center line thereof.

2. Easements reserved to Tennessee Development Company, a Tennessee corporation, with its principal office and place of business in Nashville, Tennessee, for the maintenance and operation of any and all existing water mains or pipes and sewer mains or laterals in or upon the property hereinabove conveyed, subject, however, to the right which is expressly granted to Grantee to tap existing water mains and sewer lines to the extent reasonably necessary for servicing the property hereinabove conveyed, subject to regularly scheduled rates for water used by Grantee, its successors or assigns, and subject to any regularly scheduled rates for sewerage service which may hereafter be established by an appropriate Governmental body or agency or public utility charged with maintenance and operation of said sewerage system.

3. Easement granted to Nashville Electric Service for the maintenance and operation of the electric distribution lines, poles, and structures now upon or over the property.

4. Easement in favor of Tennessee Valley Authority for construction, maintenance, and operation of a high tension transmission line as now located on the property, of which the center line forms the easterly boundary of the property hereinabove conveyed, said TVA easement extending 75 feet on each side of its center line.

5. Reservation contained in deed of United States of America to Tennessee Development Company, of record in Book 1561, page 117, R.O.D. C., Tennessee, covering uranium, thorium, and all other materials determined pursuant to section 5 (b) (1) of Atomic Energy Act of 1946 (60 Statutes, 761) to be peculiarly essential to the protection of fissionable material.

Grantor conveys, assigns, and transfers to Grantees, their successors, heirs and assigns, any and all rights, obligations, or claims, which it may have against the said Tennessee Development Company, arising under the agreement of said Tennessee Development Company in its Deed to Grantor herein, to construct a private street along the northerly boundary of Hardmac Company land, and running from Avenue H to the private street forming the easterly boundary of the Pierce land and terminating at the southerly boundary of the land hereinabove conveyed to Grantee, and there is expressly conveyed to Grantee, its successors and assigns, a perpetual, but non-exclusive, easement for the use of said street terminating at Grantee's southerly boundary and for the use of the new street to Avenue H.

To have and to hold said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees, their successors, heirs and assigns, forever.

And Grantor does covenant with Grantees that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and that the same is unencumbered, except to the extent of the easements as hereinabove set forth and except for taxes for the year 1965, which the Grantees assume and agree to pay.

And Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to said land to said Grantees, their successors, heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, said Asphalt Products Company, Inc., Grantor, has caused this instrument to be executed by its duly authorized officers at Terre Haute, Indiana, this 28th day of May, 1965.

ASPHALT PRODUCTS COMPANY, INC.

By: Richard W. Kelly
Richard W. Kelly
President

Attest:
James M. Kelly
Secretary-Treasurer

STATE OF INDIANA)
)
COUNTY OF VIGO)

Before me, Hugh D. McQuillan, a Notary Public within and for the State and County aforesaid, personally appeared Richard W. Kelly and James M. Kelly, with whom I am personally acquainted, and who, upon their several oaths, acknowledged themselves to be the President and Secretary-Treasurer, respectively, of Asphalt Products Company, Inc., the within named bargainor, a corporation, and that they as such President and Secretary-Treasurer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Richard W. Kelly, as such President, and attesting the same by said James M. Kelly, as such Secretary-Treasurer.

Witness my hand and official seal at office at Terre Haute, Indiana, on this 28th day of May, 1965.

Hugh D. McQuillan
Notary Public

STATE OF INDIANA NOTARY PUBLIC

My Commission Expires:

March 18, 1968





RECORDED MAY 28 1965

MAIL TO:

Warfield & Entrekin
American Trust Bldg.
City

Warranty Deed

Asphalt Products Co., Inc.

to

William B. Akers, et al

STATE TAX $ 1.50
PROBATE .50
TOTAL $ 1.50

JUN 7 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID JUN 7 - 1965
CT

JUN 16 12 25 PM '65
NOTED FOR RECORD
RECORDING FEE $ 2.50
DEP. REG.

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN.

8 5 0 0 4

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