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This instrument was prepared by
Bass, Berry & Sims, Attorneys
1000 American Trust Bldg.
Nashville, Tennessee

BOOK 1201 PAGE 401

Address New Owner(s) as Follows:	Send Tax Bills to:	Map-Parcel Numbers
J.O.Bass & W.R.Hendrix	Firestone Tire & Rubber Co. Rental Tax Department	Map 104-3
(Name)	(Name) Akron, Ohio	Par. 16
(Street Address)	(Street Address)	
(City) (State) (Zip Code)	(City) (State) (Zip Code)	

WHEREAS, Joe M. Warren, Jr. died the owner of the property hereinafter described devising same to Henry Warren, Margaret Warren Nisley, Joseph M. Warren, III and James B. Warren; and

WHEREAS, Henry B. Warren subsequently died devising his interest to his widow, Lillian A. Warren, and his two children, Yvonne A. Warren (also known as Yvonne Alfson Warren) now Yvonne A. Warren Lashlee and Spencer A. Warren (also known as Spencer Alfson Warren), another child Henry Bruce Warren, Jr., a minor, having already predeceased his father intestate and without spouse or issue; and

WHEREAS, James B. Warren died devising his interest in said property to his widow, Mary Helen Warren.

NOW, THEREFORE, for the consideration hereinafter stated, we, Margaret Warren Nisley, Joseph M. Warren, III, Lillian A. Warren, Yvonne A. Warren Lashlee, Spencer A. Warren and Mary Helen Warren, have this day bargained and sold and do hereby transfer and convey unto J. O. Bass and W. R. Hendrix, as equal tenants in common, hereinafter sometimes referred to as "Purchasers", their heirs and assigns, certain property located in Nashville, Davidson County, Tennessee, together with all buildings, improvements and fixtures thereon (except those removable by Lessee pursuant to the terms of the lease hereinafter mentioned), and described hereinafter, expressly retaining a lien on said property to secure the balance of the purchase price hereinafter mentioned and described.

The consideration for this conveyance is as follows: The sum of $240,000.00, of which $60,000.00 has been paid in cash by the Purchasers, the receipt of which vendors hereby acknowledge, and the remainder of $180,000.00, together with interest thereon from and after December 31, 1967 at the rate of 6% per annum, is to be payable as follows, to-wit: Nine Hundred ($900.00) Dollars per month on the first day of February, 1968 and the like sum on the first day of each succeeding month through and including the first day of March, 1973, said payments representing interest only on the deferred purchase price; thereafter commencing April 1, 1973 and continuing through March 1, 1988 there shall be payable on the first day of each month the sum of $1,519.00 which monthly payments will include both interest and principal. Each of said monthly payments shall be applied first to interest at the rate aforesaid, calculated on the monthly decreasing and unpaid balance of principal, and the remainder shall be applied to the amortization of the principal. Purchasers, their representatives or assigns, shall have the option at any time to prepay all or any portion of the deferred purchase price without penalty provided only that such prepayment includes any interest accrued to the date thereof.

If the Purchasers fail to pay any installment of said principal indebtedness or interest thereon when due, or if Purchasers fail to perform any of their covenants or agreements herein set forth and any such failure of payment or performance shall continue for a period of thirty days after written notice from the vendors, then the entire remaining unpaid balance, at the option of the vendors, shall become immediately due and payable. Failure to exercise this acceleration option for one default shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

The real property, together with all buildings, improvements and fixtures thereon (except those removable by Lessee pursuant to the terms of the lease hereinafter mentioned), hereby sold, transferred and conveyed to the Purchasers, their heirs and assigns, is more particularly described as follows:

> Land in Davidson County, Tennessee, being part of the Elliston property situated in the City of Nashville, as of record in book 21, page 141, Register's Office for said County, described as follows:
> Beginning at the northeast corner of West End Avenue and 25th Avenue North, formerly Plunkett Street, and running thence with the northerly margin of West End Avenue, eastwardly 172 feet, more or less, to Randle's southwest corner; thence with Randle's westerly line, northwardly 148 feet 4 inches, more or less, to the southerly margin of Elliston Place, formerly the Richland Pike or Church Street; thence with the southerly margin of Elliston Place in a southwesterly direction 177 feet 6 inches, more or less, to the southeast corner of Elliston Place and 25th Avenue North; thence with the eastern margin of said 25th Avenue North, southwardly 103 feet 10-1/2 inches, more or less, to the beginning.
> Said property was devised to Henry Warren, Margaret Warren Nisley, Joseph M. Warren, III and James B. Warren by will of Joe M. Warren, Jr., deceased, of record in Will Book 59, page 195, County Court for said County, and Henry B. Warren devised his interest in said property to his widow, Lillian A. Warren, and three children, Henry Bruce Warren, Jr. (who predeceased his father intestate without spouse or issue), Yvonne A. Warren and Spencer A. Warren by will of record in Will Book 73, page 184, said County Court, and James B. Warren devised his interest in said property to Mary Helen Warren by will of record in Will Book 85, page 510-A, County Court for said County.
>
> This property is improved and is City No. 2416 West End Avenue.

TO HAVE AND TO HOLD said real estate with the appurtenances, estate, title and interest thereto belonging to the said J. O. Bass and W. R. Hendrix, as equal tenants in common, their heirs and assigns, forever. And Grantors covenant that they are lawfully seized and possessed of said property in fee simple, have a good right to convey it, and the same is unencumbered except as follows:

(a) Lease from Joe M. Warren, Jr. to the Firestone Tire & Rubber Co., dated April 1, 1943, of record in Book 1246, page 462, Register's Office of Davidson County, Tennessee,

and subsequently extended through March 31, 1973, the final extension agreement being of record in Book 3496, page 92, said Register's Office.

(b) Current taxes for the year 1967 which are not in default and which are to be paid by the Lessee under the aforesaid lease.

(c) Easement for a ten inch sewer across the northerly part of the premises as shown on plan in the office of the City Engineer of the City of Nashville.

The Purchasers covenant and agree that following the expiration of the aforesaid lease presently on the premises they will keep the improvements on the premises insured under fire and extended coverage insurance in companies properly qualified in Tennessee in an amount at least equal to the remaining unpaid balance of principal outstanding on the deferred purchase price from time to time; and Purchasers will cause said insurance policies to be properly endorsed to protect the interest of the vendors in the property and, upon request, will furnish to the vendors, or their agent, appropriate evidence that said insurance is in full force and effect.

Following the expiration of the aforesaid lease upon the property the Purchasers further agree to cause to be paid all taxes and assessments levied against the property and to pay same when due and to pay, discharge or remove any lien which may be hereafter placed against the property and which shall adversely affect the lien of this instrument.

Should the vendors, upon any default by the Purchasers, employ an attorney for the enforcement of the vendors' lien herein retained the

Purchasers, or their assigns, shall pay reasonable court costs and attorneys' fees so incurred and any such amounts may be added to any sums due hereunder and shall be secured by the lien of this instrument.

In the event of the foreclosure of the vendors' lien reserved in this instrument the proceeds thereof shall be applied as follows:

1. To the payment of all costs, charges and expenses of such foreclosure.

2. To the payment of all unpaid sums herein secured and payment of which is provided for herein.

3. The residue, if any, will be paid to the said J. O. Bass and W. R. Hendrix, their order, representatives or assigns.

Grantors hereby assign, transfer and convey to the Purchasers all of their rights, including the rentals reserved, under the above described lease to the Firestone Tire & Rubber Co. or any extension or renewal thereof. The Purchasers, their heirs, representatives and assigns, may retain possession of the property herein conveyed but in the event of any uncured default, as hereinabove provided, the Grantors shall have the right thereafter to collect the rents, issues and profits of the property for application upon the indebtedness secured hereby.

IN WITNESS WHEREOF, the parties have executed this instrument this 28 day of December, 1967.

Lillian A. Warren

Mary Helen Warren

Margaret Warren Risley

VENDORS

J. O. Bass

W. R. Hendrix

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Alice McMahon, a Notary Public in and for said State and County, the within named Margaret Warren Nisley, Joseph M. Warren, III, Lillian A. Warren, Yvonne A. Warren Lashlee, Spencer A. Warren and Mary Helen Warren, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 28th day of December, 1967.

STATE TAX $ 360.00
.50
PROBATE
TOTAL $ 360.50

PAID DEC 28 1967

DEC 28 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

Alice M. Mahon
Notary Public

My commission expires: April 26, 1970



STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Alice McMahon, a Notary Public in and for said State and County, the within named J. O. Bass and W. R. Hendrix, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 28th day of December, 1967.

Alice M. Mahon
Notary Public

My commission expires: April 26, 1970

