AE/pr
9/12/68

This Instrument prepared by;
LAW OFFICES
BAILEY, EWING & DALE
NASHVILLE BANK & TRUST BUILDING
NASHVILLE, TENNESSEE 37201

BOOK 4272 PAGE 90

SEP 25 CONV 98,568.00
SEP 25 TAX A* 256.36
SEP 25 TRFFE A* .50
SEP 25 W'DEED A* 3.00 * 259.86

FROM: Vine Street Realty Company
TO: Clinton Realty Company

ADDRESS NEW OWNER AS FOLLOWS: SEND TAX BILLS TO: MAP PARCEL NUMBERS

Clinton Realty Company
1400 8th Avenue, North
Nashville, Tennessee 37208

SAME

Map 120
Par. 51
M.O.

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 98,568.00.

Clinton Realtor
AFFIANT

Subscribed and sworn to before me this 13th day of September, 1968.

MY COMMISSION EXPIRES: July 22, 1971

Claudia W. Richard
NOTARY PUBLIC

FOR AND IN CONSIDERATION of the sum of Ninety-Eight Thousand Five Hundred Sixty-Eight and no/100 Dollars ($98,568.00), cash in hand to the undersigned paid by Clinton Realty Company, a private Tennessee corporation with its principal office and place of business in Davidson County, Tennessee, hereinafter termed the Grantee, the receipt of which is hereby expressly acknowledged, the undersigned, Vine Street Realty Company, a private Tennessee corporation with its principal office and place of business in Davidson County, Tennessee, hereinafter termed 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 situate in the Third Civil District of Davidson County, Tennessee, and described according to an unrecorded survey prepared for Grantor by Barge, Waggoner and Sumner, Inc., dated 7-15-68, File No. 3758, as follows:

> Beginning at a point in the south margin of Visco Drive, said point being on the center line of a drainage ditch 840 feet, more or less, long running to the Cumberland River, said point being the northeast corner of the property conveyed by Seller to Marmar Corporation by deed dated the day of July, 1968, and recorded in Book 4254, Page 962, R.O.D.C., Tenn., to which reference is hereby made for further identification of the beginning point; thence north 62° 37' east, along the southerly margin of Visco Drive, 676.32 feet to a point; thence continuing in an easterly direction along the southerly margin of Visco Drive on a slight curve to the right, whose included angle is 7° 39' 50", radius 440.00', tangent 29.47', 58.85' to a point; thence south 27° 23' east 342.55' to a point; thence south 55° 04' 08" west 641' to a point; thence continuing in a westerly direction along a slight curve to the right, whose included angle is 6° 04' 52", radius 943.55', tangent 50.00', 99.91' to a point, the same being the southeast corner of the above referred to Marmar Corporation property; thence north 27° 23' west, along the easterly margin of Marmar Corporation property, 438.53' to the southerly margin of Visco Drive, the point of beginning, and containing 6.66 acres more or less; and being a part of the property conveyed to Grantor by deed of Oman Construction Company, Inc., of record in Book 3097,

Page 614, Register's Office for Davidson County, Tennessee.

The above described property is conveyed expressly subject to the following:

1. 1968 ad valorem taxes, which are to be prorated, and Grantor expressly agrees to pay the same prior to delinquency, and Grantee, by acceptance of this deed, expressly agrees to reimburse Grantor for its prorata portion thereof, promptly following Grantor's payment thereof.

2. Restrictive covenants of record in Book 4218, page 237, in the Register's Office for said County, insofar as they may be applicable to the property described above, except as modified by supplemental agreement between Grantor and Grantee executed under date of August 30, 1968, in which a limited right of resubdivision was granted to grantee.

3. An easement, which shall, in no event, exceed 10 feet in width, or such lesser width as may be permitted by the planning commission of the Metropolitan Government of Nashville and Davidson County, Tennessee, contiguous to the easterly boundary line of said property for utility and drainage purposes.

4. A 10-foot easement contiguous to the westerly boundary of said property for utility and drainage purposes.

5. A 22-foot easement contiguous to the southerly boundary line of said property for a railroad spur track right-of-way.

6. A building set back line along the northerly boundary of said property, not in excess of 50 feet from said boundary.

This is unimproved property located on the south side of Visco Drive, having no known number, in Nashville, Davidson County, Tennessee, 37210.

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 as above set out.

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

WITNESS our hand this 17th day of September, 1968.

SEP 25 2 11 PM '68
FEE
DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE A 14465

VINE STREET REALTY COMPANY

ATTEST:

Secretary

By

President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Claudia T. Packard, a Notary Public of the State and County aforesaid, personally appeared Stirton Oman, with whom I am personally acquainted, and who upon oath, acknowledged himself to be the President of Vine Street Realty Company, the within named grantor, 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 such President.

Witness my hand and seal, at office in Nashville, Tennessee, this 17th day of September, 1968.

Claudia T. Packard
Notary Public

My comm. expires: July 22, 1971