PREPARED BY: Miller Manier, Attorney
4th Floor, American Trust Bldg
Nashville, Tennessee 37201

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# ~~WARRANTY~~ DEED

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Four States Realty Company, Inc. (NAME:) | Four States Realty Company, Inc. (NAME:) | Map 93-14 |
| 315 Continental Ave. (STREET ADDRESS OR ROUTE NUMBER) | 315 Continental Avenue (STREET ADDRESS) | 449-456 |
| Dallas, (CITY) Texas (P. O. ZONE) (STATE) | Dallas, (CITY) Texas (ZONE) (STATE) | 460 |

THIS INDENTURE made this 18th day of May, 1970, by and between HAROLD J. UTTER and DAGNE H. UTTER, his wife, of Lexington, Fayette County, Kentucky, DON D. UTTER and DONNA KRUEGER UTTER, his wife, of Stoughton, Dane County, Wisconsin, and FIRST SECURITY NATIONAL BANK AND TRUST COMPANY OF LEXINGTON, Lexington, Fayette County, Kentucky, Executor of, and Trustee under, the Last Will and Testament of J. D. Van Hooser, deceased (which will is of record in Will Book 88, page 470, in the Register's Office of Davidson County, Tennessee), hereinafter referred to, collectively, as "Grantors", and FOUR STATES REALTY COMPANY, INC., a Delaware Corporation, with an office at 315 Continental Avenue, Dallas, Texas, hereinafter referred to as "Grantee", and JENNIE W. VAN HOOSER, widow of said J. D. Van Hooser, deceased, of Lexington, Fayette County, Kentucky, Party of the Third Part,

WITNESSETH THAT:

For and in consideration of the total sum of Two Hundred Thousand ($200,000) Dollars, the receipt of Fifty Eight Thousand ($58,000) Dollars thereof from Grantee is hereby acknowledged, with the balance of One Hundred Forty Two Thousand ($142,000) Dollars thereof being evidenced by the negotiable promissory note of Grantee, payable to the order of Grantors, Harold J. Utter,

Don D. Utter and First Security National Bank and Trust Company of Lexington, Lexington, Kentucky, Executor of, and Trustee under, the Last Will and Testament of J. D. Van Hooser, deceased, which note is dated JULY 23, 1970, and payable at the principal office of said First Security National Bank and Trust Company of Lexington, Lexington, Kentucky, in equal annual installments on the 23 day of July of each year beginning July 23, 1971, and continuing through July 23, 1975, with interest upon the unpaid principal thereof at the rate of eight (8%) percent per annum, from date, until paid, payable semi-annually upon the 23 day of each January and July of the term of said note and until same is paid in full, and to secure the payment of which note, in accordance with its terms, a vendor's lien is hereby retained upon the hereinafter described property (which lien may be released by said First Security National Bank and Trust Company of Lexington in its said fiduciary capacities), Grantors have bargained and sold and by these presents do transfer and convey unto said Grantee, its successors and assigns forever, the following described Tracts or Parcels of land situated in Davidson County, State of Tennessee, to-wit:

TRACT NO. 1:

Being the south 40 feet of Lot No. 120, on the map of Barrow Grove, of record in Book "S", page 279, etc., Register's Office for said County. Said part of said Lot No. 120 fronts 40 feet on the east side of 6th Avenue, South, and runs back between parallel lines 210 feet to an alley.

| | | | | | | |
|---|---|---|---|---|---|---|
| JUL23 70 | CONV | 90,000.00 | | | | |
| JUL23 70 | CONV | 90,000.00 | | | | |
| JUL23 70 | CONV | 20,000.00 | | | | |
| JUL23 70 | MORT'G | 90,000.00 | | | | |
| JUL23 70 | MORT'G | 52,000.00 | | | | |
| JUL23 70 | S'TAX | 2 | A* | 520.00 | | |
| JUL23 70 | S'TAX | | A* | 140.00 | | |
| JUL23 70 | PR'FEE | | A* | .50 | | |
| JUL23 70 | W'DEED | | A* | 15.00 | * | 675.50 |

TRACT No. 2:

Land in Davidson County, Tennessee, being the northerly 36 feet (more or less) of Lot No. 90, all of Lot No. 89 and the southerly part of Lot No. 88, on the plan of Barrow Grove as of record in Book "S", page 279, in the Register's Office of Davidson County, Tennessee, to which reference is made and now correctly described according to survey made by Z. J. Wilkinson, Surveyor, on March 17, 1947, as follows:

Beginning at an iron pipe set in the west margin of Fifth Avenue, South (formerly Summer Street) at a point 121.3 feet northwest from the back of the sidewalk at the northwest corner of the intersection of Fifth Avenue, South and Ash Street and being 140 feet northwest from an assumed base line located by taking an average of points mdiway between curbs on Ash Street and Fifth Avenue, South, Second Avenue, South and also at Ewing Avenue (and since the points determining the assumed base line do not all lie in the Barrow Grove Subdivision, said base line is to be used for reference only and is not to be held as governing property corners or lines other than this particular tract); running thence southwesterly from said beginning point parallel to and 140 feet distant from said assumed base line, which base line is located midway between curbs on Ash Street, a distance of 210 feet to a point in the easterly margin of a 16 foot alley; thence at a right angle and running northwesterly with the easterly margin of said alley 100 feet to a point; thence at a right angle and running in a northeasterly direction parallel to and a distance of 240 feet from the said assumed base line located midway between curbs on Ash Street a distance of 200.5 feet more or less to a point on the curve at the southwest corner of the intersection of Fifth Avenue, South, and the present Lafayette Street; thence running easterly and southerly, with the curve having a 44 foot radius, along the southerly margin of Lafayette Street and the westerly margin of Fifth Avenue, South a distance of 29.5 feet to the end of the curve; and thence continuing with the westerly margin of Fifth Avenue, South 72.6 feet to the point of beginning.

The above Tracts Nos. 1 and 2 being the same property which was conveyed to Grantors, Harold J. Utter and Don J. Utter and to James D. Van Hooser (being one and the same person as said J. D. Van Hooser, deceased) by the Greyhound Corporation, by deed dated September 26th, 1951, and of record in Deed Book 2026, page 108, in the Register's Office of Davidson County, Tennessee.

TRACT No. 3:

Being the north part of Lot No. 119 of the map of Barrow Grove, of record in Book "S", page 279, of the Register's Office of Davidson County. Said part of said lot fronts 36 feet on the easterly side of 6th Avenue, South and runs back between parallel lines 210 feet to an alley.

Said Tract No. 3 being the same property which was conveyed to Grantor, Don D. Utter by Annie May Underwood Nelson and husband by deed dated November 19, 1947, and recorded in Book 1542, page 229, of the Register's Office of Davidson County, Tennessee; and the same property in which an undivided 45/100 interest was conveyed to Grantor, Harold J.Utter and an undivided 45/100 interest was conveyed to said J. D. Van Hooser, deceased, by said Don D. Utter and wife by deed dated January 26, 1951, and recorded in Book 1941, page 285, in said Register's Office.

The interest of said J. D. Van Hooser, deceased, in said Tracts Nos. 1, 2 and 3 were devised to Grantor, First Security National Bank & Trust Company of Lexington, Trustee under the will of said J. D. Van Hooser, deceased, by Item V of said will, which is of record in Will Book 88, page 470, in the Register's office of Davidson County, Tennessee.

TO HAVE AND TO HOLD said above described tracts of land, with the appurtenances, estate, title and interest thereto belonging to said Grantee, its successors and assigns forever.

And Grantors do covenant to and with said Grantee that they are lawfully seized and possessed of said tracts of land

in fee simple; have a good right to convey same; and that the same are unencumbered, except as otherwise herein set forth.

And Grantors do further covenant and bind themselves, and their respective heirs, successors and assigns, to defend the title to said tracts to said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever; provided, however, that said warranty is made by Grantor, First Security National Bank and Trust Company of Lexington, Executor of, and Trustee under, the will of said J. D. Van Hooser, deceased, in its said fiduciary capacities only, and does not imply or impose an individual liability.

This conveyance, and the above Warranty, are made subject, however, to: All easements, conditions and restrictions of record, affecting the property hereby conveyed; liens for the 1970 taxes assessed against said property; lease on said property from said Harold J. Utter, and others, to the United States of America, dated June 26, 1956, for a term which will expire on December 31, 1970 (and Grantee shall perform all of the obligations, conditions and terms of said lease and be entitled to all of the benefits thereof from the date of delivery of this deed); and the following terms and conditions:

(a) Grantee shall keep the improvements upon the above described property insured against fire and

the perils covered by the standard extended coverage endorsement, in some good and solvent insurance company acceptable to Grantors, in an amount at least equal to the unpaid principal of the note secured by the above vendor's lien, or to the extent of the value of said improvements; and shall cause a standard mortgage-lien clause, in favor of Grantors, to be placed on said insurance policy (ies) and deliver same to Grantors as additional collateral security for the payment of said note.

(b) Grantee shall also promptly pay all taxes and legal assessments against said property, until said note is paid in full; and should any such taxes or assessments not so be paid or should said above mentioned insurance not be kept in force, thenthe holder of said note may pay said taxes or assessments or effect said insurance, and all sums so paid shall be secured by said vendor's lien, bear interest at the rate of eight per cent (8%) per annum from the date of such payment until repaid, and be payable on demand.

(c) Any installment of principal or interest on said note not paid when due shall bear interest from its due date at the rate of eight (8%) percent per annum until paid, which interest shall be secured by said vendor's lien.

(d) In the event of any default hereunder or in the payment of said note by Grantee, Grantors may apply to any Court of competent jurisdiction for the appointment of a receiver to take charge of said property and to secure the rents, issues and profits from it for the benefit of Grantors.

(e) In the event said note, or any installment of principal or interest thereon, or any other obligation of Grantee secured hereby, shall remain due and unpaid for THIRTY (30) days after maturity, or in the event Grantee shall become a bankrupt, or shall make an assignment for the benefit of creditors, or shall become insolvent, then Grantors may, at their option, declare the whole of the indebtedness secured by said vendor's lien to be immediately due and payable, and proceed to enforce said lien; without, however, in any way waiving any other rights or remedies which they may have.

(f) Said vendor's lien shall also secure the payment of any and all renewals and/or extensions of said note and any other obligation or obligations of Grantee hereunder.

Jennie W. Van Hooser, Party of the Third Part, joins herein solely to, and she does hereby, consent to the conveyance hereby made, as provided for in Item V-5 of the will of said J. D. Van Hooser, deceased.

IN WITNESS WHEREOF, Grantors, Harold J. Utter, Dagne H. Utter, his wife, Don D. Utter and Donna Krueger Utter, his wife, have hereunto set their hands, and Grantor, First Security National Bank and Trust Company of Lexington, Executor of, and Trustee under, the Last Will and Testament of J. D. Van Hooser, deceased, has hereunto caused its corporate name to be subscribed and its corporate seal affixed, by its proper officers thereunto duly authorized, on, or as of, the day and year first above written.

Harold J. Utter
HAROLD J. UTTER

Dagne H. Utter
DAGNE H. UTTER

Don D. Utter
DON D. UTTER

Donna Krueger Utter
DONNA KRUEGER UTTER

FIRST SECURITY NATIONAL BANK AND TRUST COMPANY OF LEXINGTON, Executor of, and Trustee under, the Last Will and Testament of J. D. Van Hooser, deceased.

By [illegible] Vice President

GRANTORS

Attest: Arthur E Abshire
Sr. Vice Pres & Trust Officer

Jennie W. Van Hooser
JENNIE W. VAN HOOSER

PARTY OF THE THIRD PART

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $200,000.00

Subscribed and sworn to before me, this the 2nd day of June, 1970

Arthur E Abshire
Affiant

My commission expires: May 29, 1971
(Affix Seal)

Ann S. Brumfield
Notary Public Forsythe County, Ky.

STATE OF KENTUCKY)

COUNTY OF FAYETTE)

On this the 27th day of May, 1970, before me personally appeared Harold J. Utter and Dagne H.Utter, his wife, to be known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed same as their free act and deed.

My commission as Notary Public will expire on the 11th day of August, 1970.

Arthur E Abstaar
Notary Public, Kentucky
State at Large

STATE OF WISCONSIN)

COUNTY OF DANE)

On this the 18th day of MAY, 1970, before me personally appeared Don D.Utter and Donna Krueger Utter, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My commission as Notary Public will expire on the 20th day of June, 1971.

Doris Paulson
Notary Public, Wisconsin

STATE OF KENTUCKY)

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COUNTY OF FAYETTE)

This the 2nd day of June, 1970, before me appeared LeRoy M. Miles, to me personally known, who, being by me duly sworn, did say that he is the President of First Security National Bank & Trust Company of Lexington, Lexington, Kentucky, and that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed and sealed in behalf of said corporation as Executor of, and Trustee under, the Last Will and Testament of J. D. Van Hooser, deceased, by authority of its Board of Directors, and said LeRoy M. Miles acknowledged said instrument to be the free act and deed of said corporation as such Executor and Trustee.

My commission as Notary Public will expire on the 11th day of April, 1971.

Arthur E. Abshire

Notary Public, State of Kentucky

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IDENTIF. REFERENCE

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

JUL 23 2 10 PM '70

STATE OF Kentucky )

COUNTY OF Fayette )

On this the 13 day of May, 1970, before me personally appeared Jennie W. Van Hooser, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

My commission as Notary Public will expire on the 11 day of April, 1971.

Arthur E. Abshire

Notary Public Kentucky State at Large