FROM: ANDREW EWING, TRUSTEE

TO: SMITHSON CONSTRUCTION CO., INC.

This instrument prepared by:
BAILEY, EWING, DALE & CONNER, Attys.
706 Nashville City Bank Building
Nashville, Tennessee 37201

Address New Owner as follows: Smithson Construction Co., Inc.

Send Tax Bills to: Same

Map-Parcel Numbers
6D-74534 6D-74524
6D-74532 6D-74522
6D-74530 6D-74516
6D-74526 6D-74514
~~6D-74628~~ ~~6D-74626~~

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $42,500.00.

William H Smithson
Affiant

Subscribed and sworn to before me, this the 11th day of February, 1972.

Frances A Sperry
Notary Public

My comm. expires: February 14, 1973

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Forty-two Thousand, Five Hundred and 00/100 ($42,500.00) Dollars, cash in hand paid by Smithson Construction Co., Inc., a Tennessee corporation, hereinafter referred to as Grantee, to Andrew Ewing, Trustee, hereinafter referred to as Grantor, receipt of which is herewith acknowledged, I, Grantor, have bargained and sold, and by these presents do transfer and convey unto the said Grantee, its successors and assigns, ten tracts or parcels of land in the Sixth Civil District of Davidson County, Tennessee, described as follows:

Lots Nos. 126, 127, 128, 130, 131, 132, 135, 136, 169 and 170, as shown on the Plan of Huntington Park, Section Two, of record in Book 4175, page 108, Register's Office for Davidson County, Tennessee.

Said Lot No. 126 fronts 130.00 feet on the westerly side of Whitaker Drive, and runs back between lines measuring 123.50 feet on its northerly line, and 104.20 feet on its southerly line, to a line in its rear measuring 74.30 feet.

Said Lot No. 127 fronts 118.84 feet on the southwesterly side of Whitaker Drive, and runs back between lines measuring 131.22 feet on its northwesterly line, and 123.50 feet on its southeasterly line, to a line in its rear measuring 63.50 feet.

Said Lot No. 128 fronts 80.00 feet on the southerly side of Whitaker Drive, and runs back between lines measuring 132.68 feet on its northwesterly line, and 131.22 feet on its southeasterly line, to a line in its rear measuring 80.01 feet.

Said Lot No. 130 fronts 90.00 feet on the southerly side of Whitaker Drive, and runs back between lines measuring 135.98 feet on its westerly line, and 134.33 feet on its easterly line, to a line in the rear measuring 90.01 feet.

Said Lot No. 131 fronts 85.00 feet on the southerly side of Whitaker Drive, and runs back between lines measuring 135.98 feet on its easterly line, and 137.54 feet on its westerly line, to a line in the rear measuring 85.01 feet.

Said Lot No. 132 fronts 80.00 feet on the southerly side of Whitaker Drive, and runs back between lines measuring 137.54 feet on its easterly line, and 139.00 feet on its westerly line, to a line in the rear measuring 85.01 feet.

Said Lot No. 135 fronts 72.00 feet on the southwesterly side of Whitaker Drive, and runs back between lines measuring 227.93 feet on its northwesterly line, and 170.95 feet on its southeasterly line, to a line in the rear on which it measures 128.00 feet.

Said Lot No. 136 fronts 72.00 feet on the westerly side of Whitaker Drive, and runs back between lines, 136.21 feet on its northerly line, and 227.93 feet on its southerly line, to a broken line in the rear on which it measures a total distance of 158.81 feet.

Said Lot No. 169 fronts 73.77 feet on the easterly side of Whitaker Drive, and runs back between lines, 165.65 feet on its northerly line, and a total distance of 199.10 feet on its broken southerly line, to a line in the rear on which it measures 74.85 feet.

Said Lot No. 170 fronts 72.00 feet on the easterly side of Whitaker Drive, and runs back between lines, 145.95 feet on its northerly line, and 165.65 feet on its southerly line, to a line in the rear, which is a broken line, a total distance of 110.78 feet.

Being part of the property which was conveyed to Andrew Ewing, Trustee, by deed from Hallmark Construction Company of record in Book 3872, page 744, Register's Office for Davidson County, Tennessee.

Said Lots are conveyed expressly subject to the following:

1. Taxes for the year 1972, which are to be assumed by Grantee.
2. Restrictive Covenants of record in Book 4393, page 383, Register's Office for Davidson County, Tennessee.
3. Said Plan of record in Book 4175, page 108, shows: (a) an Owner's Certificate; (b) a 30-foot minimum building setback line from Whitaker Drive, as to all lots; (c) as to Lot No. 126: a 10-foot utility and drainage easement along the southerly and rear lines; as to Lot No. 127: a 10-foot utility and drainage easement along the rear line; a 2-1/2x25-foot utility anchor easement along its northwesterly line at its intersection with Whitaker Drive; as to Lot No. 128: a 10-foot utility and drainage easement along the rear line; a 2-1/2x25-foot utility anchor easement along its southeasterly line, its common line with Lot No. 127, at its intersection with Whitaker Drive; as to Lot No. 130: a 10-foot utility and drainage easement along its rear line; a 15-foot utility and drainage easement along its easterly line; a sewer easement running generally along the westerly line; as to Lot No. 131: a 10-foot utility and drainage easement along its rear line; a sewer easement running generally along its easterly line; a 2-1/2x25-foot utility anchor easement along its westerly line at its intersection with Whitaker Drive; as to Lot No. 132: a 10-foot utility and drainage easement along its rear; a 2-1/2x25-foot utility anchor easement along its easterly line, its common line with Lot No. 131, at its intersection with Whitaker Drive; as to Lot No. 135: a 10-foot utility and drainage easement along its southeasterly line; a 2-1/2x25-foot utility anchor easement along its common boundary with Lot No. 136; a 10-foot drainage easement running generally across the southeast corner of said lot; as to Lot No.136: a 10-foot utility and drainage easement along its broken rear line; a 2-1/2x25-foot utility anchor easement along its southerly line, its common line with Lot No. 135, at its intersection with Whitaker Drive; as to Lot No. 169: a 10-foot utility and drainage easement along the broken southerly and rear lines; a 2- 1/2x25-foot utility anchor easement along its northerly line, its common line with Lot No. 170, at its intersection with Whitaker Drive; as to Lot No. 170: a 10-foot utility and drainage easement along the rear line; a 2-1/2x25-foot utility anchor easement along its southerly line, its common line with Lot No. 169, at its intersection with Whitaker Drive.

This is unimproved property.

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

And I do covenant with the said Grantee that I am lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered, except as hereinbefore set out.

And I, Grantor, do further covenant and bind myself, my 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, insofar as I, as Trustee, am authorized so to do, but no further or otherwise.

Witness my hand this 31st day of January, 1972.

Andrew Ewing
Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Betty Poage, a Notary Public in and for said County and State, the within named Andrew Ewing, Trustee, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 31st day of January, 1972.

Betty Poage
Notary Public

My comm. expires:
8-11-75

B 4 8 7 3 7

IDENTIF. REFERENCE

FEB 16 1 44 PM '72

FELIX A. WILSON II, REGISTER
DAVIDSON COUNTY, TENN.

FEB16'72	CONV	42,500.00			
FEB16'72	S'TAX		A*	110.50	
FEB16'72	PB'FEE		A*	.50	
FEB16'72	W'DEED		A*	6.00	* 117.00