This instrument prepared by
James R. Cheshire, III, Attorney
1200 American Trust Building
Nashville, Tennessee 37201

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 535,000.00 .

BOOK 4651 PAGE 569

Affiant

Subscribed and sworn to before me, this the 1st day of November, 1972.

Notary Public

My commission expires: 10-30-73

B 8 2 3 9 5

T
IDENTIF. REFERENCE

NOV 1 11 23 AM '72
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Address new owner as follows:

Graphic Arts Properties, Inc.
P. O. Box 539
Nashville, Tennessee 37202

Send tax bills to:

Same

Map-Parcel Numbers

132-3
13
Pw

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid by GRAPHIC ARTS PROPERTIES, INC., a Tennessee corporation, hereinafter called "Grantee," and other good and valuable considerations, the receipt of all of which is hereby acknowledged, and the assumption and agreement to pay by the said Grantee of the balance owing on promissory note payable to the National Life and Accident Insurance Company and secured by property herein conveyed as evidenced by deed of trust of record in Book 4064, page 547, Register's Office of Davidson County, Tennessee; and the further assumption and agreement to pay by said Grantee of the balance owing on second promissory note payable to the order of National Life and Accident Insurance Company and secured by the property herein conveyed as evidenced by deed of trust of record in Book 4112, page 69, said Register's Office, HARDMAC COMPANY, a Tennessee corporation, hereinafter called "Grantor," has this day bargained and sold, and by these presents does transfer and convey

unto Grantee, its successors and assigns, a certain tract or parcel of land situated in the Sixth Civil District of Davidson County, Tennessee, and more particularly described as follows:

> Beginning at the southwest corner of a tract of land conveyed to Tennessee Development Company by United States of America, of record in Book 1561, page 117, in the Register's Office for Davidson County, Tennessee; thence with the southerly line of said tract conveyed to Tennessee Development Company by United States of America, N. 67 deg. 5' E. 543.8 ft. to a point in the center line of a street or road known as H Avenue, said point being the southeast corner of said tract of land conveyed to Tennessee Development Company by United States of America; thence with the center line of said H Avenue, N. 21 deg. 30' W. 275.08 ft. to a point; thence S. 67 deg. 5' W. 550 ft., more or less, to a point in the westerly boundary of said tract of land conveyed to Tennessee Development Company by United States of America, said westerly line being known as the east usage line of Louisville & Nashville Railroad, and being a line parallel to, and 33 feet from, the center line of the north-bound main track of said Louisville & Nashville Railroad; thence with said westerly line of Tennessee Development Company (east usage line of Louisville & Nashville Railroad) S. 22 deg. 0' E. 275.04 ft. to the point of beginning, and containing 3.45 acres, be the same more or less.
>
> There is expressly conveyed to grantee, its successors and assigns, an easement for the use of the railroad spur track which enters the property hereinabove described and conveyed at a point near the middle point of the northerly boundary line of said tract hereinabove described and conveyed.
>
> There is further conveyed to grantee, its successors and assigns, the right to tap existing water mains and sewer lines to the extent reasonably necessary for the property herein conveyed, subject to regularly scheduled rates for water used by grantee, its successors and 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.
>
> There is further conveyed to grantee a perpetual easement as of record in Book 1809, page 253, RODC, for ingress and egress over and upon the street touching or abutting the northerly boundary of the property herein conveyed and running to Powell Avenue, formerly H Avenue.
>
> Grantee, its successors and assigns, are expressly granted the right to construct, at its expense, an extension of

the existing water main, tapping onto it at the point where said water main crosses the railroad spur track on the east side, and said extension to be laid along the easterly side of said railroad spur tract to the property herein described and conveyed, provided, however, there shall be no tapping charge made to grantee for connecting said extension onto the existing main. Grantee, its successors and assigns, are further granted an easement for the maintenance and repair of said extension of said watermain.

There is further conveyed to grantee, its successors and assigns, forever, an easement as of record in Book 1809, page 253, RODC, for the construction, maintenance, and operation of a private spur track, said easement beginning at a point in the northerly boundary of the tract of land conveyed herein and 29 feet west of the westerly margin of the TVA power line easement; thence in a generally northerly direction along a line parallel to, and 8 feet west of, the center line of the said Hardmac spur track as now located, 193 feet, more or less, to its point of intersection with the right of way of L. & N. main spur track; thence with the westerly margin of said L. & N. spur tract easement, in a generally southerly direction, 193 feet, more or less, to the northerly boundary of said Hardmac land; thence with said northerly boundary of said land, in a generally westerly direction, 13 feet, more or less, to the point of beginning.

The property herein conveyed is subject to the easement for H Avenue, as set out in the deed of United States of America to Tennessee Development Company, of record in Book 1561, page 117, of the Register's Office for Davidson County, Tennessee, and is further subject to the easement of Tennessee Valley Authority for a high-tension transmission line as now located on the property, said easement extending 75 feet on each side of the center line of said transmission line.

Said property is further conveyed subject to the easement for water mains, sewer lines, and electric distribution lines as now located on said property, and an easement is expressly reserved to grantor, its successors and assigns, for the maintenance and operation of all of said existing water mains, sewer lines, and electric distribution lines, as now located on said property.

Said property is further conveyed subject to the easement of Nashville and Decatur Railroad and/or Louisville & Nashville Railroad, Lessee, said easement being granted to Nashville and Decatur Railroad by its charter as contained in Chapter LXX of the Acts of the General Assembly of Tennessee of 1866, said easement being 200 feet in width and extending 100 feet on each side of the center line of said railroad.

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

Said property is further conveyed subject to easements for sewers, public utilities and such roads and streets as have been dedicated for public use.

Said property is further conveyed subject to easement of record in Book 1809, page 253, RODC, to Tennessee Development Company, its successors and assigns, for the construction, maintenance, and operation of a railroad spur track, said easement beginning at a point in the northerly boundary of the tract of land conveyed herein at its point of intersection with the westerly boundary of the TVA power line easement; thence with said westerly boundary of said TVA easement, in a generally southerly direction, 275 feet, more or less, to a point in the southerly boundary of said tract of land conveyed herein; thence with said southerly boundary of said land, in a generally westerly direction, 16 feet to a point; thence in a generally northerly direction, along a line parallel to, and 16 feet west of, the westerly boundary of said TVA easement, 275 feet, more or less, to a point in the northerly boundary of said tract of land conveyed herein, thence with said northerly boundary of said land, in a generally easterly direction, 16 feet to the point of beginning.

Said property is further conveyed subject to easement as of record in Book 2638, page 589, RODC, to the City of Nashville, Waterworks Department, its successors and assigns, to lay, maintain, operate, remove and repair a ten (10) inch water main through and over the property conveyed herein.

Said property is further conveyed subject to easement of record in Book 2638, page 576, RODC, to the City of Nashville, Waterworks Department, its successors and assigns, to lay, maintain, operate, remove and repair a water main on property adjoining that conveyed herein.

Said property is further conveyed subject to easement of record in Book 4642, page 29, said Register's Office, as modified by Modification of Deed of Easement of record in Book ____, page ____, said Register's Office, which instruments grant Hardi-Gardens, Inc., its successors and assigns, the right to construct and maintain on the property conveyed herein a Hardi-Gardens "Tree" sign.

Said property is further conveyed subject to deed of trust dated September 30, 1966, to E. M. Haywood, Trustee, of record in Book 4064, page 547, said Register's Office.

Said property is further conveyed subject to deed of trust dated March 15, 1967, to E. M. Haywood, Trustee, of record in Book 4112, page 69, said Register's Office.

Being the same property conveyed to Hardmac Company by warranty deed from Tennessee Development Company of record in Book 1584, page 45, Register's Office of Davidson County, Tennessee, and by warranty deed from Vine Street Realty Company of record in Book 4064, page 531, said Register's Office.

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

And Grantor does further covenant with the said Grantee 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 as otherwise herein set out and except for 1972 taxes, a lien but not yet due and payable.

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

IN WITNESS WHEREOF, HARDMAC COMPANY has caused this instrument to be executed by its authorized officers, on this the 30th day of October, 1972.

HARDMAC COMPANY

By Frank T. McCoy, Jr.
President

Attest:

Margaret W. Willis
Secretary

NOV-1 '72 CONV * $ 35,000.00
NOV-1 '72 S TAX A* 1,391.00
NOV-1 '72 PR FEE A* .50
WDEED A* 12.00 * 1,403.50

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, James R. Cheshire III, a Notary Public of the State and County aforesaid, personally appeared Frank T. McCoy, Jr., and Margaret W. Willis, with whom I am personally acquainted and who upon their several oaths acknowledged themselves to be the President and Secretary respectively of Hardmac Company, the within named bargainor, a corporation, and that they as such President and Secretary being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said Frank T. McCoy, Jr., as such President and attesting the same by the said Margaret W. Willis as such Secretary.

WITNESS my hand and official seal at office at Nashville, on this the 30th day of October, 1972.

James R. Cheshire III
Notary Public

My commission expires: 10-30-73