Prepared by M. H. Smith
Atty at-Law
908 W. Broadway
Louisville, Ky.

BOOK 4668 PAGE 625

6DA27500
118-12
P/O 1 PW

Address New Owner as Follows:

CARL E. SWANEY
(Name)

1619 Otter Creek Road
(Address)

Nashville, Tennessee 37215
(City) (State) (Zip Code)

Send Tax Bills To:

CARL E. SWANEY
(Name)

1619 Otter Creek Road
(Address)

Nashville, Tennessee 37215
(City) (State) (Zip Code)

FOR AND IN CONSIDERATION of the sum of Four Hundred Eighty Thousand Dollars ($480,000.00), cash in hand paid by CARL E. SWANEY, an individual hereinafter called Grantee, the receipt of which is hereby acknowledged, HOUSTON-MCCORD REALTY COMPANY, a Tennessee corporation, hereinafter called Grantor, has bargained, and sold, and by these presents does hereby bargain sell, transfer and convey unto the said Grantee, his heirs and assigns, subject to the conditions hereinafter stated, a tract of land in the 6th Civil District of Nashville, Davidson County, Tennessee, bounded on the south by Thompson Lane, on the west by Woodlawn Cemetery, on the east by Sears, Roebuck and Company, and located in the Lanco Industrial Subdivision and being more particularly described as follows:

Beginning at a concrete monument in the northerly margin of Thompson Lane at the southwest corner of the property conveyed to Sears, Roebuck and Company of record in Book 4056, Page 959, R.O.D.C., said point being the southeast corner of the herein described tract; thence, along the northerly margin of said Thompson Lane, North 85° 37' West, four hundred fifteen and twenty nine hundredths (415.29) feet to an iron pin, the southeast corner of Section two of Lanco Industrial Subdivision of record in Book 4595, Page 27, R.O.D.C.; thence, leaving said Thompson Lane with the east line of said Section Two of Lanco Subdivision, North 04° 23' East, one hundred fifty (150) feet to an iron pin; thence, with the north line of said subdivision, North 85° 37' West, one hundred seventy one (171) feet to an iron pin in the east line of the property conveyed to Woodlawn Cemetery of record in Book 1303, Page 461, R.O.D.C.; thence with said east line of cemetery, North 7° 49' East one hundred eighty two and seventy three hundredths (182.73) feet to a concrete monument; thence continuing with said east line North 1° 49' East, two hundred forty two (242) feet to an iron pin; thence, continuing with said east line, North 6° 06' East, forty six and forty seven hundredths (46.47) feet to an iron pin; thence, leaving said line and with severance line across Lanco Industrial Subdivision perpendicular to Sears west line, South 89° 22' 20" East, five hundred forty two and eighty nine hundredths

(542.89) feet to an iron pin; thence with Sears west line, South 00° 37' 40" West, six hundred fifty seven and fifty eight hundredths (657.58) feet to the point of beginning, containing 332,844 square feet or 7.64 acres, more or less, and being a part of the same property conveyed to the Grantor by Andrew J. Lewis and wife by deed dated July 11, 1913, recorded in Deed Book 436, Page 545 in the R.O.D.C., Tennessee.

The Grantor also grants to the Grantee all its rights, title and interest in and to all public or private streets, roads, avenues, alleys or passageways, opened or proposed, in front of or abutting the land hereinabove described and any awards made or to be made and any unpaid award for damage to such land, or any part thereof, by reason of any change of grade of any such street, road, avenue, alley or passageway.

The Grantee, for himself, his heirs or assigns, represents that the above described land is to be used for an automobile dealership facility. In the event that during the first five years following the date of this deed, the Grantee, his heirs or assigns, desire to sell all or any part of said land, and if the land or part thereof to be sold will not then be used for the operation of an automobile dealership facility, the Grantor shall have the right of first refusal to repurchase the land, or part thereof, to be sold for non-dealership purposes. This right of the Grantor will remain in effect for 120 days after notice is received from Grantee regarding the proposed sale. If the right is exercised by Grantor in writing to the Grantee, personally delivered or deposited in the U.S. Mail properly stamped and addressed, within the 120 day period, Grantor shall purchase the land or portion thereof to be sold for non-dealership use at a price based on the ratio that the area of land to be sold bears in relation to the entire area, which ratio shall be applied to the purchase price paid herein. In addition to the purchase price, the Grantor shall reimburse Grantee for all real estate taxes paid on the parcel to be sold and interest at 8% per annum on the purchase price for the period between the date of this deed and the date Grantor herein gives notice of its election to repurchase. The repurchase shall proceed promptly and be completed no later than 180 days after the exercise of the Grantor's right of first refusal.

The Grantor shall pay all ad valorem real property taxes on the property hereinabove described for the year 1972, and the Grantee agrees to assume all taxes for the year 1973 and thereafter.

This conveyance is subject to a twenty (20) foot sanitary sewer easement lying on the west side of subject property, being conveyed to Metropolitan Government of Nashville and Davidson County, Tennessee by deed dated March 30, 1965, recorded in Deed Book 3880, Page 68, R.O.D.C., Tennessee.

Also subject to a twenty (20) foot storm sewer easement lying on the west side of subject property and west of and contiguous with the above easement, being conveyed to Metropolitan Government of Nashville and Davidson County, Tennessee by deed, recorded in Deed Book 4245, Page 382, R.O.D.C., Tennessee.

Also subject to a twenty (20) foot sanitary sewer easement lying and running across the northerly portions of the subject property, being conveyed to Metropolitan Government of Nashville and Davidson County, Tennessee by deed dated May 31, 1968, recorded in Deed Book 4081, Page 676, R.O.D.C., Tennessee.

Also subject to the following restriction and easements as shown on plat of Section 3, Lanco Industrial Subdivision as recorded in Book 4595, Page 122, in the Register's Office, Davidson County, Tennessee, to-wit:

1. A fifteen (15) foot building set-back line along the southerly line of the subject property fronting on Thompson Lane.

2. A twenty (20) foot drainage easement running in a general easterly and westerly direction through the northerly portion of the subject property.

3. A twenty-five (25) foot railroad and utility easement running in a general northerly and southerly direction along the east line of the subject property.

4. A fifteen (15) foot drainage easement running in a general northerly and southerly direction lying south of the above twenty (20) foot drainage easement, (2), and contiguous with the above railroad and utility easement (3).

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereunto belonging, to the said Grantee, his heirs and assigns forever. And the said Grantor does 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 the same is unencumbered.

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BOOK 4668 PAGE 628

IDENTIF. REFERENCE

- 4 -

DEC 29 2 33 PM '72
FELIX E. ...
DAVIDSON COUNTY, TENN.

The said 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, his heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed, and its corporate name to be signed hereto by Prime F. Osborn, its President, and its corporate seal to be hereto affixed and attested by W. K. Kesten, its Assistant Secretary, this 18th day of December, 1972.

HOUSTON-MCCORD REALTY COMPANY

Attest: W. K. Kesten
Assistant Secretary

By Prime F. Osborn
President

HOUSTON-McCORD REALTY CO. INCORPORATED NASHVILLE TENN.

STATE OF KENTUCKY
COUNTY OF JEFFERSON

DEC29	CONV	*	480,000 00	
DEC29	S'TAX		A* 1,248.00	
DEC29	PR'FEE		A* .50	
DEC29	W'DEED		A* 8.00	* 1,256.50

Before me, the undersigned, a Notary Public , within and for said County and State, at Louisville, Kentucky, duly commissioned and qualified, personally appeared Prime F. Osborn and W. K. Kesten, with whom I am personally acquainted, and who, upon their several oaths, acknowledged themselves to be, respectively, the President and Assistant Secretary of Houston-McCord Realty Company, the within named bargainor, a corporation, and that they, as such President and Assistant Secretary, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by the said Prime F. Osborn subscribing thereto the name of the corporation, by himself as such President and by the said W. K. Kesten affixing and attesting thereon the corporate seal.

My commission expires October 19, 1976.

Witness my hand and Notarial Seal at my office in said Jefferson County, at Louisville, this 18th day of December, 1972.

MICHAEL F. HUTCHINS NOTARY PUBLIC STATE AT LARGE KY.

Michael F. Hutchins
Notary Public

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) The actual consideration or value whichever is greater, for this transfer is $480,000.00.

John C. Tune
Affiant

Subscribed and sworn to before me this ... day of ..., 1972.

NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

Notary Public

My commission expires: