BOOK 4721 PAGE 953

DEED OF EXCHANGE

ADDRESS NEW OWNERS:	SEND TAX BILL TO:	MAP-PARCEL NUMBERS
Nashville Bedding Co., Inc. Nashville, Tennessee	same	60-14 26.1
Frances Marie Southerland c/o Nashville Bedding Company, Inc. Nashville, Tennessee	same	93-1 16 pcl

THIS AGREEMENT made and entered into on this day of June, 1973, by and between NASHVILLE BEDDING CO., INC, a Tennessee corporation with principal office in Davidson County, Tennessee, and FRANCES MARIE SOUTHERLAND,

W I T N E S S E T H:

WHEREAS, each party hereto owns certain land in Davidson County, Tennessee, hereinafter described, which each desires to exchange on an even basis for the said property of the other party,

NOW, THEREFORE, the parties hereto entered into this Deed of Exchange for the purpose of exchanging said properties between themselves and agree:

1. Nashville Bedding Co., Inc., for and in consideration of the conveyance to it of the premises hereinafter conveyed in Paragraph 3 hereof, has bargained and sold and by these presents hereby transfers and conveys unto FRANCES MARIE SOUTHERLAND, her heirs and assigns, the following described tract or parcel of land, to-wit:

Certain real estate in Davidson County, Tennessee, as follows: Being the west one-half of the north 200 feet of Lot No. 79 on the Plan of Balch & Whiteside's Addition to Nashville, as of record in Minute Book "D", page 734, Circuit Court for Davidson County, Tennessee.
Said part of said Lot No. 79 fronts 200 feet on the east side of 8th Avenue, North, formerly Spruce Street, and extends back between parallel lines along the south margin of Herman Street, formerly Hamilton Street, 180.5 feet, more or less, to a point halfway to 7th Avenue North, formerly Vine Street, Being the same property conveyed to Nashville Bedding Co., Inc., by deed from H. G. Lipscomb and Company, Inc., of record in Book 4062, page 860, Register's Office for Davidson County, Tennessee.

Excluded from this conveyance is that portion of the above described property which was taken by the State of Tennessee in the case of State v. Nashville Bedding Company, Inc. et al, No. B-8293, Sixth Circuit Court for Davidson County, Tennessee, described as follows:

Being part of Lot 79 on the Plan of Balch & Whiteside's Addition to Nashville as of record in Minute Book "D", page 734, Circuit Court, Davidson County.

Beginning at a point in the easterly margin of 8th Avenue North said point being the northwest corner of Frances Marie Southerland property; thence with said margin north 27° 26' west 212 feet more or less to the southerly margin of the Illinois Central Railroad right of way; thence with said right of way eastwardly 20 feet; thence south 27° 26' east 60 feet more or less; thence south 28° 15' east 151 feet more or less to a point in the north boundary of said Frances Marie Southerland property; thence with said margin south 63°04' west 24 feet more or less to the point of beginning and containing 4,544 square feet and being part of the same property vested in Nashville Bedding Co., Inc. by deed from H. G. Lipscomb and Company, Inc., as of record in Book 4062

This Instrument was prepared by LOWE WATKINS, Attorney
14th Floor American Trust Building, Nashville, Tenn. 37201

page 860, Register's Office, Davidson County, Tennessee. This conveyance is made subject to the temporary construction easement acquired by the State of Tennessee in said property.

TO HAVE AND TO HOLD said tract or parcel of land, together with the appurtenances, estate, title and interest thereto belonging to the said FRANCES MARIE SOUTHERLAND, her heirs and assigns, forever.

Nashville Bedding Co., Inc., covenants with the said Frances Marie Southerland 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 for the vendor's lien retained in Book 4062, page 860, Register's Office for Davidson County, Tennessee.

And Nashville Bedding Co., Inc., further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the said land to the said Frances Marie Southerland, her heirs and assigns, against the lawful claims of all persons whomsoever, except as to said vendor's lien, to which this conveyance is subject.

2. FRANCES MARIE SOUTHERLAND, unmarried, in consideration of the conveyance to her of the premises aforesaid, and in exchange therefor, has bargained and sold and by these presents hereby transfers and conveys unto NASHVILLE BEDDING CO., INC., its successors and assigns, the following described tract or parcel of land, to-wit:

Land in Davidson County, Tennessee, being Lot No. 9 on the Plan of Lots known as the Brooklyn Heights Plan or Page Land, as of record in Book 19, page 505, Register's Office for said County, and further described as follows:

Situated in the 21st Civil District of said County, and State, and containing according to survey 14 acres and 134 poles, more or less.
Included in the above description, but excluded therefrom is a tract of 4.36 acres, more or less, vested in the State of Tennessee, by decree of the Circuit Court of Davidson County, Tennessee, a certified copy of which is of record in Book 3829, page 216, Register's Office for said County, and a tract of 0.17 of an acre, more or less, conveyed to the State of Tennessee, by deed from Claudia Thomas Jones Covington, of record in Book 4049, page 359, Register's Office for Davidson County, Tennessee.
Being the same property conveyed to Frances Marie Southerland by Nashville Bedding Co., Inc., by deed of record in Book 4426, page 716, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to NASHVILLE BEDDING CO., INC., its successors and assigns forever.

And Frances Marie Southerland covenants with the said Nashville Bedding Co., Inc., that she is lawfully seized and possessed of said land in fee simple, has a good right to convey it and that the same is unencumbered.

And Frances Marie Southerland further covenants and binds herself, her heirs, and representatives to warrant and forever defend the title to the said land to the said Nashville Bedding Co., Inc., its successors and assigns, against the lawful claims of all persons whomsoever.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater of

the property conveyed by each grantor to the other is $45,000.00 XA

Frances Marie Southerland
Affiant

Subscribed and sworn to before me this 18 day of June, 1973.

James R. Shrum
Notary Public

My commission expires:
MY COMMISSION EXPIRES JULY 16, 1973

JAMES R. SHRUM * NOTARY PUBLIC * DAVIDSON COUNTY, TENN.

IN WITNESS WHEREOF the parties have signed this instrument on the day and date first above mentioned.

C 12576 T IDENTIF. REFERENCE JUN 25 1 15 PM '73 FELIX A. WILSON, REGISTER DAVIDSON COUNTY, TENN.

NASHVILLE BEDDING CO., INC.

By J. C. Southerland
J. D. Southerland, Chairman of the Board

Frances Marie Southerland
Frances Marie Southerland

JUN25 CONV 90,000.00
JUN25 STAX A* 234.00
JUN25 PRFEE A* .50
JUN25 WDEED A* 6.00 * 240.50

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for said County and State, personally appeared, J. D. Southerland with whom I am personally acquainted and, who, upon oath, acknowledged himself to be the Chairman of the Board of Nashville Bedding Co., Inc., the within named bargainor, a corporation, and that he as such Chairman of the Board being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Chairman of the Board.

Witness my hand and seal at Nashville, Tennessee, this 18 day of June, 1973.

James R. Shrum
Notary Public

My commission expires:
MY COMMISSION EXPIRES JULY 16, 1973

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said County and State, the within named Frances Marie Southerland, unmarried, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and seal this 18 day of June, 1973, at Nashville, Tennessee.

James R. Shrum
Notary Public

My commission expires:
MY COMMISSION EXPIRES JULY 16, 1973

This instrument was prepared by LOWE WATKINS, Attorney
14th Floor American Trust Building, Nashville, Tenn. 37201