to charge the party of the first part with liability for the expenses of operation and/or debts of the business. The business is to be a proprietorship of the party of the second part, and he shall so show and report on all required Tax Returns, such as Federal Income Tax and Employers Federal Witholding and F. I. C. A. Tax Returns, State of Tennessee Sales Tax reports, and Metro Government personalty and Ad Volorum Tax Returns. Should the party of the second part fail or refuse to make any required tax return the party of the first part may at his option, make or cause to be made such tax return, and pay the tax due. For which the party of the first part shall be reembursed by the party of the second part for any tax paid and all expense incurred in making or having the said taxxreturns made. The party of the second part shall keep the restaurant furnishings and equipment, insured for their full fair market value.

It is expressly agreed that title shall be retained by each party to the respective furnishings, fixtures and equipment he contributes for use in the business, and that neither party shall acquire any interest in the property contributed by the other. Neither party shall dispose of or mortage the aforesaid furnishings, fixtures and equipment, or any part of same, or remove said property, or any part of the same, from the said place of business, without the written consent of the other party. At the expiration or termination of this agreement the party of the second part shall return and deliver to the party of the first part all furnishings, fixtures and equipment furnished or contributed by said party of the first part, in good condition, ordinary wear and tear expected; and the party of the first part agrees that the party of the second part may take and remove from the premesises all the equipment furnished by him which is on hand at the time.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing In This Document Unsatisfactory When Received.

The parties agree that neither will part with or assign his interest in this mutual agreement, or any part thereof, without the written consent of the other party.

If the party the second part fails or refuses to comply with the terms and/or conditions of this agreement, or

fails to make any payments required hereunder when due, the party of the first part may after a three (3) days written notice to said party of the second part take immediate possession of the premises, the business, and the furnishings, fixtures and equipment contributed by him, with or without legal proceedings, and terminate this agreement effective at once. In the event this agreement is so terminated, the party of the second part agrees to surrender immediate possession of the said premises, business, and the furnishings, fixtures and equipment aforesaid; all payments previously made by the party of the second part shall be considered and applied as compensation to the party of the first part for the use of the premises, furnishings, fixtures and equipment, depreciation in value and as liquidated damages, and the party of the second part waives all right to the money so paid. The party of the second part further waives notice and demand before the institution of legal proceedings to recover possession of the premises, etc.

If legal action is taken to recover possession of the aforesaid premises, furnishings, fixtures and equipment or any money or compensation due under this agreement, the party of the second part agrees to pay all costs and reasonable attorney fees.

This agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

In witness whereof, the parties hereto have executed this instrument in duplicate originals, one of which is to be retained by each of the parties, this the day and date first above written.

North Nashville Investment Company

Party of the First Part

By _____
Authorized Agent

_____

Party of the Second Part

D.L.H. 3774/791

State of Tennessee

County of Davidson

Subscribed and sworn to before me, this the 17th day of August, 1973 at Nashville, Tennessee.

Jo Faye White
Notary Public

My commission expires 11-7-73

C20782

IDENTIF. REFERENCE

AUG 22 3 34 PM '73

FELIX A. [illegible]
DAVIDSON COUNTY, TENN.

BOOK 4739 PAGE 881

# WARRANTY DEED

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Morrison Construction Co. (NAME:) | Same (NAME:) | 142-3 |
| 4700 Nebraska Ave. (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | 76 pw |
| Nashville, Tennessee (CITY) (P. O. ZONE) (STATE) | Same (CITY) (ZONE) (STATE) | |

*For and in Consideration of the sum of* TEN AND NO/100 ($10.00)---------- ---------- *DOLLARS* cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged,

| | | | | | |
|---|---|---|---|---|---|
| AUG22 | CONV | *6,325.00 | | | |
| AUG22 | S'TAX | | A* | 16.38 | |
| AUG22 | PR'FEE | | A* | .50 | |
| AUG22 | W'DEED | | A* | 6.00 | * 22.88 |

FOX BUILDERS, INC., a Tennessee corporation, has ~~has~~ *bargained and sold, and by these presents does ~~do~~ transfer and convey unto the said* HOWARD WAYNE MORRISON d/b/a MORRISON CONSTRUCTION COMPANY, his *heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:*

Being lot No. 314 on the Plan of Walnut Hill Manor, Section I, of record in Book 4460, page 108, Register's Office for Davidson County, Tennessee.

Said lot No. 314 begins at a point on the easterly margin of Bridle Drive, the common front corner of lots Nos. 314 and 315; thence northwestwardly along the easterly margin of Bridle Drive, 125.49 feet to a concrete monument, the beginning of a curve to the right; thence around said curve having a radius of 25 feet northeastwardly 35.60 feet to a concrete monument in the easterly margin of Saddle Drive; thence along said margin of Saddle Drive northeastwardly 81.31 feet to a point, the common front corners of lots Nos. 313 and 314 on said plan; thence along the line between said lots eastwardly 205.2 feet to a concrete monument, the rear corners of said lots; thence southwardly 41.1 feet to a point, the common rear corner of lots Nos. 314 and 315; thence along the line between said lots westwardly 199.8 feet to the point of beginning. ,

Being part of the property conveyed to Fox Builders, Inc., by deed from James E. Patterson and wife, of record in Book 4650, page 144, Register's Office for said County.

This Instrument Prepared By
Schulman, McCarley, Hollins and Pride
900 American Trust Building
Nashville, Tennessee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 6,325.00

Subscribed and sworn to before me, this the 5th day of May 19 73

Affiant

My commission expires: Nov. 12 1974 (Affix Seal)

Notary Public

This conveyance is made subject to restrictive covenants of record in Book 4643, page 946, Register's Office for Davidson County, Tennessee; owner's certificate, a 30-foot building setback line from Bridle Drive, a 40-foot building setback line from Saddle Drive, an anchor and overhang easement and a 10-foot public utility and drainage easement across the rear of said lot, as shown on plan of record in Book 4460, page 108, said Register's Office.

unimproved (X)
This is improved ( ) property, known as ..... Bellevue, Tennessee
(House Number) (Street) P. O. Address: (City or Town)

*To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said* HOWARD WAYNE MORRISON d/b/a MORRISON CONSTRUCTION COMPANY, his *heirs and assigns, forever.*

*And* it does *covenant with the said* Howard Wayne Morrison d/b/a Morrison Construction Company *that* it is *lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered.*, except as hereinabove set forth, and taxes for the year 1973, subject to which this conveyance is executed.

*And* Fox Builders, Inc., a Tennessee corporation,

*do further covenant and bind* itself, its successors ~~and~~ *and representatives, to warrant and forever defend the title to the said land to the said* Howard Wayne Morrison d/b/a Morrison Construction Company, its *heirs and assigns against the lawful claims of all persons whomsoever.*

*Witness* my *hand this* 5th *day of* May, *19* 73, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

FOX BUILDERS, INC.

By: Cecil Fox
President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

*Personally appeared before me,* ....., *a Notary Public in and for said County and State, the within named*.....

.....

.....

*the bargainor*....., *with whom I am personally acquainted, and who acknowledged that*..... *executed the within instrument for the purposes therein contained.*

*Witness my hand and official seal at*....., *Tennessee, this*..... *day of*....., *19*.....

....., *Notary Public.*

*Commission Expires*.....

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STATE OF .....
COUNTY OF .....

C 20783 IDENTIFICATION RECEIVED AUG 22 3 PM '73 FELIX A. ... DAVIDSON COUNTY, TENN.

*Personally appeared before me,* ....., *a Notary Public in and for said County and State, the within named*.....

.....

.....

*the bargainor*....., *with whom I am personally acquainted, and who acknowledged that*..... *executed the within instrument for the purposes therein contained.*

*Witness my hand and official seal at*....., *this*..... *day of*....., *19*.....

....., *Notary Public.*

*Commission Expires*.....

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

*Before me,* Steven C. Cavner, *a Notary Public of the State and County aforesaid, personally appeared* Cecil F. Fox, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Fox Builders, Inc., *the within named bargainor, a corporation, and that* he *as such* President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* President.

*Witness my hand and seal, at office in* Nashville, Tennessee, *this* 5th *day of* May, *19* 73.

Steven C. Cavner
*Notary Public*

*Commission Expires* Nov 12 1974

STEVEN C. CAVNER NOTARY PUBLIC AT LARGE STATE OF TENNESSEE