BOOK 4740 PAGE 899

THIS INSTRUMENT PREPARED BY
DEARBORN & EWING, ATTORNEYS
400 COMMERCE UNION BANK BUILDING
NASHVILLE, TENNESSEE 37219

103-16
7 pw

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) and other good and valuable considerations paid to the undersigned, NOAH LIFF, MITCHELL MAGIC, and B. B. STEINER, hereinafter referred to as "GRANTORS", by ALLAN MURPHY, hereinafter referred to as "GRANTEE", the receipt of which consideration is hereby acknowledged by GRANTORS, we, the said GRANTORS, have bargained and sold, and by these presents, transfer and convey to GRANTEE, his heirs and assigns, in fee simple, our respective undivided interests in and to certain tracts or parcels of land in Davidson County, Tennessee, as hereinafter described. The separate undivided interests of GRANTORS, in the said real estate, which are hereby conveyed to GRANTEE, are as follows:

Noah Liff	.5921052632
Mitchell Magid	.1973684210
B. B. Steiner	.1052631579
	.8947368421

The remaining .1052631579 interest in said property is owned by GRANTEE, and it is the intent of this instrument that, by virtue thereof, GRANTEE shall become vested with the sole ownership of said property.

The land, in which GRANTORS have their respective undivided interests, and which are hereby conveyed to GRANTEE, is described as follows:

Tracts or parcels of land in Davidson County, Tennessee which are described, as a whole, as follows:

Being Lots 9, 10, 11, 12, 13 and 22 and the south one-half of Lot 21 of Block J on the Map of Cherokee Park Section Three, of record in Book 843, pages 2 and 3, Register's Office for Davidson County, Tennessee, and more particularly described as follows:

Beginning at a point in the westerly margin of Lauderdale Road at the corner of Lots Nos. 8 and 9; thence along the margin of said Road, southerly 220.01 feet to the north margin of Harding Road; thence with the margin of the same, northerly 232.5 feet to a point; thence easterly 147.595 feet to the west line of Lot 8; thence with the line between Lots 8 and 21, southerly 29.5 feet to the corner of Lot 9; thence with the line between Lots 8 and 9, easterly 149.73 feet to the point of beginning, excluding two small triangles taken for the intersection of Harding Road and Lauderdale Road out of the southeast corner of Lot No. 10, and at the intersection of Cherokee Road and Harding Road out of the southwest corner of Lot No. 13.

Being the same property conveyed to Noah Liff and Joseph P. Goldman by deed from J. Victor Barr, Jr., Trustee in Bankruptcy, of record in Book 2652, page 217, Register's Office for Davidson County, Tennessee, and being the same property in which an undivided one-half interest was conveyed to Noah Liff and Mitchell S. Magid by deed from Joseph P. Goldman, of record in Book 2992, page 344, Register's Office for Davidson County, Tennessee. Also being the same property in which an undivided one-tenth interest was conveyed to B. B. Steiner by deed of record in Book 3573, page 189, Register's Office for Davidson County, Tennessee; and in which an undivided one-tenth interest was conveyed to Allan Murphy by deed of record in Book 3573, page 192, Register's Office for Davidson County, Tennessee, and in which a one-twentieth interest was conveyed to J. W. N. Lee, III, by deed of record in

Beuper &
Mail tax bills to:
Allan Murphy
1710 Belcourt Avenue
Nashville, Tennessee 37212

Book 3573, page 196, Register's Office for Davidson County, Tennessee, with the result that the interest remaining in Noah Liff is a 9/16th undivided interest, the interest remaining in Mitchell S. Magid is a 3/16ths undivided interest, and the interest of B. B. Steiner is a 1/10th undivided interest, the interest of Allan Murphy a 1/10th undivided interest and the interest of J. W. N. Lee, III, a 1/20th undivided interest, the said J. W. N. Lee, III, having conveyed his undivided interest therein to GRANTORS and GRANTEE by deed of record in Book · , page , Register's Office for Davidson County, Tennessee.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of GRANTORS, of, in and to the same and of, in and to every part and parcel thereof.

TOGETHER with all right, title and interest of GRANTORS, if any, in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the above described real estate to the center line thereof, and in and to the appurtenances and in and to all right, title and interest of GRANTORS in and to said real estate.

TOGETHER with all machinery, apparatus, equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever, now located in or upon said real estate or any part thereof and used or useable in connection with any present or future operation of said real estate (hereinafter called "equipment"), including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communication apparatus, air cooling and air conditioning apparatus, elevators, esculators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors, and all right, title and interest of GRANTORS in and to any equipment which may be subject to any conditional bill of sale or chattel mortgage superior in lien to this conveyance. It is understood and agreed that all equipment is part and parcel of said real estate and appropriated to the use of the said real estate and, whether affixed or annexed or not, shall for the purpose of this conveyance be deemed conclusively to be real estate and conveyed hereby. GRANTORS agree to execute and deliver, from time to time, such further instruments as may be requested by GRANTEE to confirm their conveyance, to GRANTEE, of any such equipment.

TO HAVE AND TO HOLD the above described property, real and personal, with all improvements and appurtenances thereon and thereunto belonging, to GRANTEE, and his heirs and assigns forever. Each GRANTOR hereby covenants with GRANTEE, his heirs and assigns, that he is lawfully seized and possessed of his respective undivided interest in said real estate and every part thereof, as hereinabove designated, has a good right to convey it, and that it is unencumbered except as follows:

1. Taxes for the year 1973, which have been prorated, and payment thereof is expressly assumed by GRANTEE.

2. The indebtedness secured by, and the covenants contained in, that certain Deed of Trust, which is or record in Book 3594, page 155, Register's Office for

AUG24 CONV * ~~80~~ 1,078,475.00
AUG24 S TAX A* 2,804.10
AUG24 PB FEE A* .50
AUG24 MTGEED A* 6.00 * 2,810.60

Davidson County, Tennessee, in which GRANTORS and GRANTEE conveyed the said property to Charles H. Rutherford, Jr., Trustee, to secure THE EQUITABLE LIFE ASSURANCE SOCIETY of the United States as therein provided; and GRANTEE, by acceptance of this conveyance, expressly agrees to pay the said indebtedness and perform all of the covenants as provided therein, and to hold GRANTORS harmless therefrom.

3. Easements and/or restrictive covenants of record.

Each of the said GRANTORS, covenants and binds himself, his heirs and representatives, to warrant and defend the title to his said undivided interest in the said land to GRANTEE, his heirs and assigns, against the lawful claims of all persons whomsoever.

The covenants and warranties of GRANTORS are several, and not joint.

IN WITNESS WHEREOF, we, the said GRANTORS, have executed this instrument on this 13th day of August, 1973.

C 2 1 2 9 2

IDENTIF. REFERENCE

AUG 24 4 19 PM '73

FELIX [illegible] DAVIDSON COUNTY, TENN.

NOAH LIFF

MITCHELL MAGID

B. B. STEINER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Margaret Manning, a Notary Public in and for said County and State, Noah Liff, Mitchell Magid and B. B. Steiner, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee Tennessee, this 13th day of August, 1973.

Margaret Manning
Notary Public

My Commission Expires: May 12, 1974

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $1,078,475.00.

Affiant

Subscribed and sworn to before me this 13th day of August, 1973.

Margaret Manning
Notary Public

My Commission Expires: May 12, 1974