"This Inst. Prepared By James L. West III
Suite 2121 - FLOOR FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238"

WARRANTY DEED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
Alfred Shepard, Trustee c/o Al Shepard Co. 1701 West End Avenue Nashville, Tennessee	Same BOOK 4744 PAGE 370	

For and in Consideration of the sum of Six Hundred Fifty-eight Thousand and no/100 ($658,000.00) *DOLLARS* cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, Royal Oaks Limited, a Texas Limited Partnership, acting by and through its General Partner, CPI Nashville Company, has

SEP-7[illegible]	CONV	*	~~.00~~ 658,000.00	
SEP-7[illegible]	S'TAX		A* 1,710.80	
SEP-7[illegible]	PR'FEE		A* .50	
SEP-7[illegible]	WDEED		A* 10.00	* 1,721.30

~~have~~es *bargained and sold, and by these presents do transfer and convey unto* Alfred Shepard, Trustee, with full power to mortgage, sell, transfer and convey without joinder of any beneficiary, his successors in trust ~~heirs~~ *and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:*

TRACT NO. I:

A parcel of land in the 7th Civil District of Nashville, Davidson County, Tennessee, bounded on the north by Harding Road west of Woodmont Boulevard, and being Lot No. 1 on the Plat of Royal Oaks, of record in Book 4300, page 201, Register's Office for said County, more particularly described as follows:

BEGINNING at a point on the southeasterly margin of Harding Road, said point being S 45° 30' W, 959.28 ft. from the southwest intersection of Harding Road and Woodmont Boulevard, being the northeast corner of the Ralph Owen, et ux, property, as of record in Book 1511, page 187, Register's Office, Davidson County, thence N 45° 30' E, with the southeasterly margin of Harding Road, 415.8 ft. to a point, said point being a common corner to Lot No. 2; thence, with the common line of Lot No. 2 as follows: S 44° 30' E, 150.9 ft. to a point; S 31° 10' E, 125.1 ft. to a point; S 41° 48' E, 87.0 ft. to a point; S 48° 12' W, 306.5 ft. to a point; S 37° 48' E. 20.0 ft. to a point; S 48° 12' W. 104.1 ft. to a point in the easterly line of the Ralph Owen, et ux, property, said point being a common corner of Lot No. 2; thence, N 39° 48' W, along the easterly line of the Ralph Owen property, 361.6 ft. to the point of beginning.

TRACT NO. II:

A parcel of land in the 7th Civil District of Nashville, Davidson County, Tennessee, and being Lot No. 4 on the Plat of Royal Oaks, of record in Book 4300, page 201, Register's Office for Davidson County, Tennessee, more particularly described as follows:

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater for this transfer is $ 658,000.00

Subscribed and sworn to before me, this the 7th day of September, 1973

Affiant

My commission expires: Sept. 12, 1973 (Affix Seal)

Notary Public

BEGINNING at a point on the southeasterly margin of Harding Road, said point being a common corner with First Federal Savings & Loan property, as of record in Book 3436, page 229, Register's Office, Davidson County, and located S 45° 30' W, 200.28 ft. from the westerly margin of Woodmont Boulevard; thence, S 39° 07' E, 200.0 ft. to a point, a common corner to saidFirst Federal Savings & Loan property; thence, N 46° 26' E, 42.6 ft. to a point in the south line of above mentioned property and being a common corner of Lot No. 4; thence, with the common line of Lot No. 5 as follows: S 36° 57' E, 83.6 ft. to a point; S 53° 03' W, 10.0 ft. to a point; S 36° 57' E, 66.4 ft. to a point, a common corner of Lot No. 3; thence, S 48° 12' W, 299.3 ft. to a point, a common corner to Lot No. 3 in the east line of Lot No. 2; thence, with the common east line of Lot No. 2 as follows: N 41° 48' W, 50.7 ft. to a point; N 31° 10' W, 126.7 ft. to a point; N 44° 30' W, 159.1 ft. to a point in the southeasterly margin of Harding Road; thence along said margin of Harding Road, N 45° 30' E, 273.2 ft. to the point of beginning.

TRACT NO. III:

A parcel of land in the 7th Civil District of Nashville, Davidson County, Tennessee, bounded on the east by Woodmont Boulevard and South of Harding Road, and being Lot No. 5 on the Plat of Royal Oaks, of record in Book 4300, page 201, Register's Office for Davidson County, Tennessee, more particularly described as follows:

BEGINNING at a point in the westerly margin of Woodmont Boulevard, S 39° 07' E, 203.3 ft. from the south margin of Harding Road, said point being the southeast corner of First Federal Savings and Loan, as of record in Book 3436, page 229, Register's Office, Davidson County; thence, S 39° 07' E, 178.4 ft. to a point in said margin of Woodmont Boulevard and being a common corner of Lot No. 3; thence, S 51° 13' W, 173.2 ft. to a point, a common corner with Lot No. 3; thence, along a common line with Lot Nos. 3 and 4, the following calls: N 36° 57' W, passing the common corner of Lots Nos. 3 & 4 @ 15.7 ft. in all, 82.1 ft. to a point; N 53° 03' E, 10.0 ft. to a point; N 36° 57' W, 83.6 ft. to a point in the south line of said First Federal Savings and Loan property and being a common corner with Lot No. 4; thence N 46° 26' E, 157.4 ft. to the point of beginning.

BEING Property conveyed to Royal Oaks Limited, a Texas Limited Partnership by deeds from Royal Oaks Investments, Inc., of record in Book 4278, page 881, and in Book 4668, page 982, said Register's Office.

There is also conveyed hereby perpetual easements to the Grantee, his successors in trust and assigns, as follows:

1. A perpetual easement upon that portion of Lot No. 2 on the plan of Royal Oaks aforesaid which is labeled "easement for driveway", which proceeds in a southeasterly direction from Harding Road to Lot 3 on said plan, between Lots 1 and 4, said easement to be non-exclusive and exercisable by the owners of Lots 2 and 3 of Royal Oaks aforesaid, in common with the Grantee and their respective heirs, successors in trust and assigns, and all parties claiming by, through or under them, for ingress and egress by normal vehicular and pedestrian traffic. In addition, that portion of said easement which is within 100 feet of Harding Road may also be used by the Grantee, his successors in trust and assigns, for construction purposes, including the delivery and removal of construction equipment and materials and other construction activities. Further, the Grantee may make curb cuts onto the said easement and two cuts across the median for left turn traffic at locations to be selected by the Grantee and to be approved by the owner of Lot 2. This grant of said easement is expressly subject to: (i) the lien of a deed of trust to Dwight Webb, Jr., Trustee, securing an indebtedness in favor of Massachusetts Mutual Life Insurance Company, of record in Book 4410, page 595, said Register's Office, and (ii) the obligation of the Grantee, his successors in trust, and assigns to contribute to the owner of Lot 2, for each of said Lots 1 and 4, one-quarter of the actual cost of maintenance of that portion of the driveway upon this easement, as such costs are actually incurred.

2. A perpetual easement upon that portion of Lot 3 upon the recorded plan of Royal Oaks aforesaid which is labeled "easement for driveway", said easement to be non-exclusive and exercisable by the owners of Lots 2 and 3 in common with the Grantee, their respective heirs, successors in trust and assigns, and all persons claiming by, through, or under them, for ingress and egress by normal vehicular and pedestrian traffic, provided that the Grantee shall be further entitled to a 25-foot easement for ingress and egress between said driveway and Lot 5 at a location to be agreed upon between the Grantee and the owner of Lot 3, and to be situated within 100 feet of Woodmont Boulevard. This grant of said easement is subject to the restriction that neither the Grantee nor his successors in trust or assigns, shall use the same for construction purposes, including, without limiting the generality of the foregoing, the movement of construction equipment, the delivery of construction materials, or other construction activities or uses which may be inconsistent with the entranceway of a quality apartment building.

3. A perpetual easement upon the southwesterly 15 feet of Lot No. 2 on the plan of Royal Oaks, along the common line between Lots Nos. 1 and 2, for the parking of automobiles and landscaping, by the Grantee, his successors in trust and assigns and all persons claiming by, through or under him, provided that there shall be no ground level parking of automobiles within 5 feet of the southeasterly margin of such easement, and provided further that the Grantee shall, within 90 days from the date of this deed, along the southeasterly margin of said easement, and within said 5-foot strip, develop and plant a screening area in accordance with plans therefor to be developed by the Grantee and approved by the Grantor, such screening area to include a 6-foot redwood or other treated wood fence and suitable evergreens along the southeasterly side of the same, it being intended that this screening area shall be developed with emphasis upon year-round foliage of sufficient height to give adequate screening. This grant of said easement is expressly subject to the lien of a deed of trust of even date herewith to Dwight Webb, Jr., Trustee, securing an indebtedness in favor of Massachusetts Mutual Life Insurance Company, of record in Book 4744, page 366, said Register's Office.

This conveyance of said property is made expressly subject to the following:

1. State and Metropolitan taxes for the year 1973 which have been prorated and the payment of which has been assumed by the Grantee.

2. Easements, restrictions, conditions and limitations shown on the recorded plan of Royal Oaks aforesaid.

3. Liens securing Massachusetts Mutual Life Insurance Company described above.

4. Restrictive covenants and agreements set forth above in the description of the respective easements conveyed hereby, which restrictive covenants and agreements are hereby made covenants running with the land, together with the additional restriction that the Grantee shall not construct any permanent or temporary building or structure within 60 feet of the common property line between Lots 1 and 2 of Royal Oaks Limited, this restriction also being a convenant running with the land and being not susceptible of amendment or modification without the joinder of Massachusetts Mutual Life Insurance Company, or its assigns, until the release and satisfaction of the two liens in its favor described above.

5. Easement of sanitary sewer contained in instrument of record in Book 3347, page 188, said Register's Office.

6. Subsurface pipe line easement as set forth in instrument of record in Book 3165, page 607, said Register's Office.

unimproved (X)
This is improved ( ) property, known as ..... (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 Alfred Shepard, Trustee, his successors in trust ..... *and assigns, forever.*

And Grantor *do/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,* except as set forth above.

And Grantor *do/does further covenant and bind* itself, its successors, /assigns *and representatives, to warrant and forever defend the title to the said land to the said* Grantee, his successors in trust *and assigns against the lawful claims of all persons whomsoever.*

Witness my *hand this* 7th *day of* September, *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.*

ROYAL OAKS LIMITED, a Texas Limited Partnership acting by and through its General Partner, CPI Nashville Company

By George Volkert, V.P.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Imogene P. Ellis, a Notary Public of the State and County aforesaid, personally appeared George Volkert, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be Vice President of the CPI Nashville Company, the within named bargainor, a corporation, and that he as such Vice 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 Vice President.

Witness my hand and seal, at office in Nashville, Tennessee, this 7th day of September, 1973.

Imogene P. Ellis
Notary Public

Commission Expires Sept. 12, 1973

C22879

IDENTIF. REFERENCE

SEP 7 12 37 PM '73

FELIX A. ... II REGISTER
DAVIDSON COUNTY, TENN.