BOOK 4746 PAGE 24

This Instrument Prepared By
Morris Sher, Attorney at Law
P.O. Box 391
Columbus, Georgia 31902

ADDRESS NEW OWNER
SEND TAX BILLS AS FOLLOWS:

C. E. Hooper, R. E. Hooper
and Don L. Gaines
2821 Lebanon Road
Donelson, Tennessee 37214

MAP-PARCEL NUMBERS
Map 96-1
Par. 67
3D4405 PW

DEED

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED TEN THOUSAND AND NO/100 ($210,000.00) DOLLARS, cash in hand paid by C. E. HOOPER, R. E. HOOPER and DON L. GAINES, of Nashville, Davidson County, Tennessee to MARTIN THEATRES OF GEORGIA, INC., the receipt of which is hereby acknowledged, Martin Theatres of Georgia, Inc., has bargained and sold, and by these presents does transfer and convey unto the said C. E. Hooper: a 1/2 undivided interest, R. E. Hooper, a 1/4 undivided interest and Don L. Gaines, a 1/4 undivided interest, their heirs, representatives and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Land in the 3rd Civil District of Davidson County, Tennessee, and described according to a copy of a survey thereof made June 28, 1965, by James A. Hamilton, Jr., Engineer, as follows: BEGINNING at an iron stake in the southerly margin of Lebanon Road (U. S. Highway No. 70) at the northwest corner of this tract and the northeast corner of the Disspayne Service Station Lot, South 71° 40' East 237.85 feet to a concrete monument (broken) at the end of a stone wall, being the northwest corner of the Donelson Locker Refreigeration Association property; thence with the line between this land and along said Refrigeration Association land and along the lines of the lands of the Crescent Company and along the easterly face of a stone wall, South 5° 12' West 307.02 feet to an iron pipe; thence with the northerly line of the base of a stonewall, North 83° West 256 feet to an iron stake in the easterly line of the Sadler property, said stake being 2.1 feet west of the westerly face of a stone wall; thence with the line between this land and the lands of Sadler, Harvey Freeman & Son, and Dr. J. W. Tichenor and Disspayne, as follows: North 6° 05' East 257.25 feet to an old iron stake at the corner of a stone wall; thence South 71° 27' East 18 feet to an iron stake at the top of the stone wall; thence with the westerly face of a stone wall, North 7° 08' East 100 feet to the point of beginning, together with the permissive right of easement granted to Martin Theatres of Georgia, Inc., by The Crescent Company by instrument of record in Book 3946, page 384. Register's Office, being a permit of ingress and egress over and upon Crescent's adjoining real estate through the vehicular ramp and pedestrian walkway as now constructed between the south side of the Martin property and the north side of the Crescent property.

Being the same property conveyed to Martin Theatres of Georgia, Inc., a Georgia Corporation, by deed from Martin Theatres of Nashville, Inc., a Tennessee Corporation, of record in Book 3898, page 395, Register's Office of Davidson County, and by an Agreement of record in Book 3946, page 384, Register's Office for said County.

The foregoing conveyance is subject to:

a. The survey of James A. Hamilton, Jr., Engineer, dated June 28, 1965, discloses that certain steps serving the land in question on the east line near the southeast corner are located beyond the bounds of the property in question and that certain retaining walls, pedestrian walkways and vehicular ramp serving the property in question are partly located on lands not herein described.

b. The permissive right granted to The Crescent Company by Martin Theatres of Georgia, Inc., by an instrument of record in Book 3946, page 384, being the right to use Martin's property for ingress and egress through the vehicular ramp and pedestrian walkway as now constructed between the north side of The Crescent Company and the south side of the Martin Property.

c. Rights of existing tenants.

d. 1973 taxes which have been prorated and are assumed by the Grantees.

By the acceptance of this Deed, Grantees, for themselves and their heirs, representatives and assigns, expressly agree that no part of the above-described premises shall be used as a motion picture theatre for a period of ten (10) years from the date hereof. This covenant shall run with the land and shall be binding upon all subsequent owners and enforceable by the Grantor, its successors and assigns.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs, representatives and assigns, forever. And Grantor does covenant with the said Grantees, that Grantor 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 aforesaid, and that the title and quiet possession thereto, it will warrant and forever defend against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers this 5th day of September, 1973.

MARTIN THEATRES OF GEORGIA, INC.

Attest

Secretary

By

Executive Vice President

SEP 13	CONV	*		210,000.00		
SEP 13	S'TAX		A*	546.00		
SEP 13	PR'FEE		A*	.50		
SEP 13	W'DEED		A*	8.00	*	554.50

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STATE OF TENNESSEE

DAVIDSON COUNTY

Before me, B. J. Wright, a Notary Public, duly appointed, commissioned and qualified in and for the State and County aforesaid, personally appeared Charles H. Kuertz, Sr., and Morris Sher, with whom I am personally acquainted, and who upon oath acknowledged themselves to be the Executive Vice President and Secretary, respectively, of Martin Theatres of Georgia, Inc., the within named bargainor, a corporation, and that they, as such Executive Vice President and Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by themselves as such Executive Vice President and Secretary.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal at office in said County and State on this the 5th day of September, 1973.

B. J. Wright
Notary Public

My commission expires: 2/3/74

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $210,000.00

Affiant

Subscribed and sworn to before me this the 5th day of September, 1973.

Mary S. McCord
Notary Public

My commission expires: 5/22/76

IDENTIF. REFERENCE

SEP 13 1 44 PM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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