mail TO: "THIS INSTRUMENT PREPARED BY JAMES I. VANCE BERRY ...EY, 21st - FLOOR FIRST AMERICAN CENTER ...LLE, TENNESSEE 37238"

WARRANTY DEED

BOOK 4746 PAGE 138

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James I. Vance Berry, Trustee (NAME:)	Same (NAME:)	92-12
21st Floor, First American Center (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	269-22-
Nashville, Tennessee 37238 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	22-177

For and in Consideration of the sum of ----One Hundred Twenty-two Thousand Two Hundred and no/100 ($122,200.00)--- *DOLLARS*

cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, P. M. Estes, Jr. has

SEP 13 CONV 90,000.00
SEP 13 CONV 32,000.00
SEP 13 S TAX A* 317.72
SEP 13 PR FEE A* .50
SEP 13 W DEED A* 6.00 * 324.22

have bargained and sold, and by these presents do transfer and convey unto James I. Vance Berry, Trustee, with full power to mortgage, sell, *the said* ~~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:*

Land in Davidson County, Tennessee, being Lots Nos. 177, 178 and 179, on the Plan of Boyd Home Tract of record in Book 21, page 39, Register's Office for said County.

Said Lots Nos. 177, 178 and 179, adjoin and front together 150 feet on the northerly side of Church Street, as widened, and run back between parallel lines, the westerly line running along the easterly side of Nineteenth Avenue North, 162.5 feet, more or less, to an alley in the rear measuring 150 feet thereon.

Being the same property conveyed to P. M. Estes, Jr., by deed from Commercial Realty Company, of record in Book 4432, page 178, said Register's Office.

Portions of said property are occupied under lease as follows:

(i) To Joseph W. Hallum, et al, by Lease Agreement dated August 1, 1969.

(ii) To Richard E. Davis by Lease Agreement dated August 1, 1969.

The Grantor represents that each of said leases is in full force and effect at the date of this conveyance, that no condition of default on the part of the lessor in either lease presently exists entitling the lessee to refrain from the payment of rent or to

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }
The actual consideration or value whichever is greater, for this transfer is $ 122,200.00
Subscribed and sworn to before me, this the 13th day of September, 19 73
J. Green Cummings, Jr. Affiant
My commission expires: (Affix Seal) W. W. Williams Notary Public

otherwise fail to perform the obligations of lessee thereunder, and that rentals on each such lease have been paid in full through the month of September, 1973. For the consideration aforesaid, the Grantor assigns all his right, title and interest in and to each of said Lease Agreements to the Grantee and the Grantee, by acceptance of this conveyance, accepts such assignment upon and subject to the terms and conditions of each of said Lease Agreements.

Caroline J. Estes, wife of the Grantor, joins in this instrument for the purpose of conveying any marital rights which she may have in said property.

C 23688

IDENTIF. REFERENCE

SEP 13 3 54 PM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

unimproved ( )
This is improved (X) property, known as 1818-1820 Church Street, Nashville, 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 James I. Vance Berry, Trustee, his successors ~~heirs~~ *and assigns, forever.*

And Grantor*es* *do covenant with the said* Grantee *that* he 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 herein-above set forth and except taxes for the year 1973, which taxes have been prorated.

And Grantor *do further covenant and bind* Grantee, his successors ~~heirs~~ *and representatives, to warrant and forever defend the title to the said land to the said* Grantee, his successors ~~heirs~~ *and assigns against the lawful claims of all persons whomsoever.*

Witness our *hand*s *this* 13th *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.*

P. M. Estes, Jr.

Caroline J. Estes

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Keith C. Uberg Jr., a Notary Public in and for said County and State, the within named P. M. Estes, Jr. and wife, Caroline J. Estes,

the bargainor S., 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, this 13th day of September, 19 73.

Keith C. Uberg Jr., Notary Public.

Commission Expires March 8, 1976

NOTARY PUBLIC DAVIDSON COUNTY, TENNESSEE

STATE OF
COUNTY OF

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.....

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

Witness my hand and seal, at office in....., this.....day of....., 19.....

.....
Notary Public

Commission Expires.....