This Instrument Prepared By:
Richard D. Crotteau
Miller, Martin, Hitching, Tipton,
Lenihan & Waterhouse
Tenth Floor, Volunteer Building
Chattanooga, Tennessee 37402

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Name and Address of New Owner:
Martha N. Rifkin
320 S. Palisades Drive
Signal Mountain, TN 37377

Send Tax Bills To:
Martha N. Rifkin
320 S. Palisades Dr.
Signal Mountain, TN
37377

Map & Parcel
161
163
Pw

WARRANTY DEED

FOR AND IN CONSIDERATION of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and legal sufficiency of all of which is hereby acknowledged, FLETCHER BRIGHT COMPANY, TRUSTEE, declaring that it is not the sole beneficiary under the trust, and has full power and authority to act in the premises, has this day bargained and sold, transferred and conveyed and by these presents does bargain, sell, transfer, and convey unto MARTHA N. RIFKIN, as her sole and separate estate free from the marital rights and claims of her present or any future husband she might have, the following described property:

Land in the 6th Civil District of Davidson County, Tennessee, being a part of the land shown on the Plan of Hickory Plaza, as of record in Book 4675, page 32, and described as follows:

BEGINNING in the west margin of Nolensville Road at a point 50 feet north of a highway monument at the intersection of Old Hickory Boulevard and said road; thence leaving said margin at a right angle with a line common with Reserved Parcel 2, S 84° 59' W, 192.00 feet to a common corner; thence, with a line common with Reserved Parcel 2, S 05° 01' E, 143.71 feet to a point in the proposed north margin of Old Hickory Boulevard, said point being 75 feet north of the present centerline of said Boulevard; thence, with proposed north margin, S 83° 09' 31" W, 109.00 feet to a point, the beginning of a curve to the right; thence, with proposed said north margin and with a curve having a central angle of 02° 19' 07" and a radius of 2,769.53 feet, 112.08 feet to a point; thence, leaving said margin and a line common with Reserved Parcel 3, with a curve to the left having a central angle of 90° 29' 38" a radius of 25.00 feet and a distance of 39.49 feet to a point; thence

N 05° 01' W, 83.38 feet to a point, the beginning of a curve to the left; thence, with said curve having a central angle of 90° 00', a radius of 50.00 feet and a distance of 78.54 feet to a point; thence, S 84° 59' W, 215.57 feet to a point; thence, N 00° 46' 18" E, 24.17 feet to a point; thence, N 05° 01' W, 152.56 feet to a point; thence, N 09° 29' E, 244.17 feet to a point; thence, N 84° 59' E, 75.00 feet to a point; thence, N 05° 01' W, 100.00 feet to a point; thence, N 84° 59' E, 225.00 feet to a point; thence, N 05° 01' W, 73.50 feet to a point; thence, N 84° 59' E, 290.00 feet to a point in the westerly margin of Nolensville Road; thence, along said margin, S 05° 01' E, 186.50 feet to a point in the northeast corner of Reserved Parcel 1; thence, leaving said margin, with a line common with Reserved Parcel 1, S 84° 59' W, 150.00 feet to a common corner; thence, with common line, S 05° 01' E, 150.00 feet to a common corner; thence, with common line, N 84° 59' E, 150.00 feet to the west margin of Nolensville Road; thence, with said margin, S 05° 01' E, 260.00 feet to the point of beginning, containing 7.92 acres, more or less.

TOGETHER WITH and SUBJECT TO those certain easements, restrictions and agreements affecting the property herein conveyed as set forth in the Warranty Deed from Cousins Properties of Tennessee, Inc. to Fletcher Bright Company, Trustee, dated June 24, 1974, recorded in Deed Book 4827, Page 892 of the Register's Office of Davidson County, Tennessee.

BEING the same property conveyed to Fletcher Bright Company, Trustee, by deed from Cousins Properties of Tennessee, Inc., a Georgia Corporation, of record in Book 4827, page 892, Register's Office for Davidson County, Tennessee.

This Warranty Deed is also SUBJECT TO the following:

1. Metropolitan and State taxes for the year 1974 and subsequent years.

2. The lien of a Deed of Trust to Hugh O. MacLellan, Trustee, of record in Book 4782, page 251, and amended in Book 4827, page 887, Register's Office for Davidson County, Tennessee.

3. Lease Agreement between Cousins Properties of Tennessee, Inc., as Lessor, and The Kroger Company, as Lessee, dated August 29, 1973. Lessor's right, title and interest in and to the lease was assigned to Grantor in the deed from Lessor to Grantor dated June 24, 1974; and, all right, title and interest of the Grantor in and to the same being assigned herewith subject to the assumption by the Grantee, by her acceptance of this conveyance, of all obligations and requirements of the Lessor in said Lease.

4. Lease Agreement between Cousins Properties of Tennessee, Inc., as Lessor, and Superx Drugs of Texas, Inc., as Lessee, dated _____, 1973. Lessor's right, title and interest in and to the lease was assigned to Grantor in the deed from Lessor to Grantor dated June 24, 1974; and, all right, title and interest of the Grantor in and to the same being assigned herewith subject to the assumption by the Grantee, by her acceptance of this conveyance, of all obligations and requirements of the Lessor in said Lease.

5. Easement for trimming and cutting trees and other rights reserved by instrument of record in Book 1065, page 259, Register's Office for Davidson County, Tennessee.

6. Conditions of the owner's certificate and utility easements as shown on the recorded plan of Hickory Plaza, of record in Book 4675, page 32, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the same unto Martha N. Rifkin, her heirs and assigns forever in fee simple.

Grantor covenants that it is lawfuly seized and possessed of said real estate; has full power and lawful authority to sell and convey the same; that the title thereto is clear, free and unencumbered except as aforesaid; and, it will forever warrant and defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto caused this instrument to be executed by its duly authorized officer and its corporate seal affixed this 30TH day of September, 1974.

FLETCHER BRIGHT COMPANY, TRUSTEE

By: _____

STATE OF TENNESSEE)
)
COUNTY OF HAMILTON)

Before me, DOROTHY G. NISWONGER, of the state and county aforesaid, personally appeared Fletcher Bright, with whom I am personally acquainted, and who, upon oath, acknowleged himself to be President of Fletcher Bright Company, Trustee, 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 himself as President.

WITNESS my hand and seal, at office in Chattanooga, this 30TH day of September, 1974.

_____
Notary Public

My commission expires:
January 16, 1977

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IDENTIF. REFERENCE

SEP 24 10 26 AM '74

FELIX Z. HASSON JR. REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE

COUNTY OF HAMILTON

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $787,000.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Martha D Rijkin
AFFIANT

Subscribed and sworn to before me this 20 day of SEPT. 19 74.

NOTARY PUBLIC

My Commission Expires: January 16, 1977

SEP 24 74	CONV	*	~~$~~ 787,000.00		
SEP 24 74	S'TAX		A*	2,046.20	
SEP 24 74	PR'FEE		A*	.50	
SEP 24 74	W'DEED		A*	8.00	* 2,054.70

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