Map. Par. of
117-14-112

Bergen-Caplills
Bandywood Shopping Center
401 Cavit Square Bldg.
Nashville, Tenn.

WARRANTY DEED

BOOK 4977 PAGE 942

THIS INDENTURE, made this 9th day of December, 1975, by and between OKEY B. JOHNSON, JR. and wife, JOYCE B. JOHNSON, hereinafter called "Grantors", and BANDYWOOD SHOPPING CENTER, a limited partnership, hereinafter called "Grantee",

W I T N E S S E T H:

THAT, WHEREAS, Grantors and others have formed a limited partnership under Tennessee law, designated as BANDYWOOD SHOPPING CENTER, a certificate as to the provisions of same being of record in Book 4977 page 935 Register's Office of Davidson County, Tennessee, to which reference is made for its terms and provisions; and

WHEREAS, Grantors are also parties to a Limited Partnership Agreement dated 9th December 1975, in which provision is made for the conveyance hereinafter set out;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AFORESAID, the sum of Five ($5.00) Dollars paid by Grantee to Grantors, and the issuance of certificates of interest in limited partnership as hereinafter indicated, the receipt and sufficiency of which is hereby expressly acknowledged, the Grantors have bargained and sold and hereby transfer and convey unto BANDYWOOD SHOPPING CENTER, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, hereinafter described as follows, to-wit:

LAND in Davidson County, Tennessee, being Lot No. 24 on the plan of Part Two, George Water's Subdivision, as of record in Book 1130, page 68, Register's Office for said County.

SAID Lot No. 24, fronts 60 feet on the northerly side of Bandywood Drive, formerly Avenue, and extends back between parallel lines 250 feet to a dead line in the rear.

BEING the same property conveyed to Okey B. Johnson and wife, Joyce B. Johnson by deed

from Mary O. McCabe and Nellie E. Jones dated September 10, 1975 and recorded September 15, 1975 in Book 4951, page 126, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever; and we do covenant with the said Grantee that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and same is unencumbered except as follows:

(1) Taxes for 1975, which Grantors agree to pay; and

(2) The lien of a first mortgage deed of trust to secure a note given for part of the purchase money by the Grantors, in the amount of $56,250.00, the obligation of which is not assumed by Grantee herein, Grantors having expressly agreed to pay and discharge same when due; and

(3) All restrictions, easements, rights of way and other encumbrances of record, and such state of facts as would be disclosed by an accurate survey and inspection of the premises.

IT IS FURTHER AGREED that Grantors expressly reserve to themselves the following rights and privileges:

(1) The right to rent or lease the improvement upon the premises hereby conveyed and to receive and hold the proceeds of same individually and without any accounting to the partnership therefor until such time as development of the shopping center shall have progressed to the point where possession of the area occupied by the improvement is necessary; and

(2) The right to sell the improvement upon the said property and to arrange for its removal or razing and demolition of the same and the sale or other disposition of the material, equipment, and fixtures thereof and to receive the proceeds thereof without accounting therefor to the partnership; and

(3) The right to possess that portion of the premises herein conveyed which is necessary and appropriate to provide and support the rights and privileges as to rent and proceeds of sale of the improvement thereon hereinabove reserved to the Grantors.

IT IS, NEVERTHELESS, EXPRESSLY AGREED between the parties that so soon as the date when the site upon which the improvement is located is needed for redevelopment shall be determined, Grantors shall immediately take all necessary action to obtain possession of same from any other party then in possession and deliver possession to the partnership for development as heretofore agreed; it is further agreed that Grantors shall obtain and record all necessary releases as to such rights, and also as to the lien of the deed of trust heretofore mentioned.

IN WITNESS WHEREOF, Grantors have hereunto set theirs hands this 9th day of December, 1975.

D27523

IDENTIF. REFERENCE

Dec 9 3 24 PM '75

FELIX A. ANDERSON JR. REGISTER DAVIDSON COUNTY, TENN.

Okey B. Johnson

Joyce B. Johnson

GRANTORS

DEC-9 75 CONV 75,000.00
DEC-9 75 S'TAX B* 195.00
DEC-9 75 PR'FEE B* .50
DEC-9 75 W'DEED B* 6.00 * 201.50

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, JETTA B. DAVIS, a Notary Public in and for said County and State, the within Okey B. Johnson, Jr. and wife, Joyce B. Johnson, the 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, this 9th day of December, 1975.

Jetta B. Davis
Notary Public

JETTA B. DAVIS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires:
August 15, 1979

THIS INSTRUMENT PREPARED BY
HOWELL AND FISHER, ATTORNEYS
401 COURT SQUARE BUILDING
NASHVILLE, TENNESSEE 37201

BY: Martha Howell
ATTORNEY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value or property is $75,000.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

Okey B. Johnson

Sworn to and subscribed before me, this 9th day of December, 1975.

Jetta B. Davis
Notary Public

My commission expires 8/15/79

JETTA B. DAVIS NOTARY PUBLIC DAVIDSON COUNTY, TENN.