Address New Owner:
Gary M. Zelizer, et ux
813 Highland Crest Drive
Nashville, Tennessee 37205

Send Tax Bills to:
S A M E

MAP-PARCEL NUMBER

Mail to:
PREPARED BY:
ALAN L. SATURN, Atto
26TH FLOOR FIRST AMERICAN CE
NASHVILLE, TENNESSEE 37

BOOK 4989 PAGE 50

129-15
13.1 PW

WARRANTY DEED

THIS INDENTURE, made and entered into this 5th day of December, 1975, by and between THE KROGER CO., a corporation organized and existing under and by virtue of the laws of the State of Ohio, party of the first part, and Gary M. Zelizer and Gail R. Zelizer, his wife, as joint tenants with right of survivorship, party of the second part,

WITNESSETH: That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of Davidson, State of Tennessee:

A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Being Lot No. 93 on the Plan of West Meade Highlands, Section 2, as of record in Book 3700, Pages 124 and 125, Register's Office for said County.

Said Lot No. 93 fronts 102 feet on the southerly side of Highland Crest Drive and extends back 160.5 feet on the westerly line and 188.3 feet on the easterly line to a dead line, measuring 86 feet thereon.

Being the same property conveyed to The Kroger Co. by deed from Martin A. Klose and wife, Elizabeth Louise Klose of record in Book 4956, Page 51, Register's Office for Davidson County, Tennessee.

Subject to liens, building restriction line, covenants, easements, reservations, and restrictions of record, plans and taxes for the year 1975 and all subsequent years.

TO HAVE AND TO HOLD the aforesaid real estate together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its heirs, or successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons claiming by, through or under it but not further or otherwise.

Whenever the word "party" is used herein, it shall mean "parties" if there are more than one person referred to and whenever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

IN WITNESS WHEREOF, party of the first part has caused this instrument to be executed by and through its duly authorized officers the day and year first above written.

ATTEST:

Assistant Secretary

THE KROGER CO.

BY: Raymond F. Abaray
Vice President

BY: James E. Baker
Vice President

STATE OF OHIO)
)
COUNTY OF HAMILTON)

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared Raymond F. Abaray and James E. Baker with whom I am personally acquainted and who, upon oath, acknowledged themselves to be the Vice Presidents of The Kroger Co., the within named bargainor, a corporation, and that they as such Vice Presidents, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such Vice Presidents.

WITNESS my hand and Official Seal at office this 5th day of December, 1975.

Sandra D. Bruner
Notary Public

SANDRA D. BRUNER
Notary Public, [illegible] County, Ohio
My Commission Expires March 18, 1979

BOOK 4989 PAGE 52

I hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $ 51,500.00 , which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Raymond F Asbury
Affiant

Subsribed and sworn to before me this 5th day of December , 1975.

SANDRA D. BRUNER
Notary Public, Hamilton County, Ohio
My Commission Expires March 18, 1979

Sandra D. Bruner
Notary Public

HAMILTON COUNTY, OHIO

This deed prepared by Lewis L. Clum, Attorney-at-Law.

D32391

IDENTIF. REFERENCE

JAN 16 10 51 AM '76

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

JAN16'76	CONV	51,500.00				
JAN16'76	S'TAX		B*	133.90		
JAN16'76	PR'FEE		B*	.50		
JAN16'76	W'DEED		B*	6.00	*	140.40