BOOK 5016 PAGE 755

This Form furnished by Attorneys Title Company, Inc.

Form No. WD-3

FROM

Protective Insurance Agency, Inc.

TO

Abernathy Auto Parts, Inc.

For draftsman's use

This instrument prepared by:
Richard Dance, Attorney at Law
601 Broadway
Nashville, Tennessee 37203

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Abernathy Auto Parts, Inc. (NAME)	Same (NAME)	M. 71-3
2408 Dickerson Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PARCS 39,40,41,42,43 44,46,47,48,50,51
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

D 4531 14

(FOR REGISTER'S USE)

TENNESSEE REFERENCE
APR 20 4 50 AM '76
FEE
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $82,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20th DAY OF April 1976

Notary Public

MY COMMISSION EXPIRES: Aug. Rep.

(AFFIX SEAL)

For and in Consideration of the sum of Eighty Two Thousand Five Hundred and 00/100 ----- ($82,500.00) ----- DOLLARS, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged,

CO $82,500.00	MO
WD 8.00	MS
TD	ST 214.50
CC	ST
MR	PF .50
UCC	TOTAL 223.00

Protective Insurance Agency, Inc. has bargained and sold, and by these presents does transfer and convey unto the said Abernathy Auto Parts, Inc., its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

(Description is on following pages)

Land in Davidson County, Tennessee, being the northerly 20 feet of Lot No. 2, all of Lots Nos. 3, 4, 5, 6 and 19 to 27 inclusive on the map of Dr. E. T. Brown's Subdivision of part of the Hughes Place, as of record in Book 332, Page 55, Register's Office for said County.

Said part of Lot No. 2 and all of Lots Nos. 3 and 4 front together 220 feet on the westerly side of Dickerson Pike, as widened, and extend back between parallel lines 235 feet, more or less, to an alley. Said Lot No. 5 fronts 100 feet on the westerly side of Dickerson Pike and extends back between parallel lines 235 feet, more or less, to an alley. Said Lot No. 6 fronts 100 feet on the westerly side of Dickerson Pike, as widened, and extends back between parallel lines, with the southerly margin of Martin Avenue, 235 feet, more or less, to an alley. Said Lots Nos. 19 to 24 inclusive front together 600 feet on the westerly side of Fresno Avenue and extend back between parallel lines, with the northerly margin of Martin Avenue, 242 feet to a dead line. Said Lots Nos. 25, 26 and 27 front 436.8 feet on the southerly side of Martin Avenue and extend back 279.5 feet on the easterly line, with the westerly margin of an alley, and 250 feet on the westerly line to an alley in the rear, measuring 338.2 feet thereon.

INCLUDED IN THE ABOVE DESCRIPTION BUT TO BE EXCLUDED THEREFROM, is that portion of the premises leased to and used by Associates Capital Corporation as a repossession automobile sales lot and which has not been considered a part of the premises heretofore leased to Abernathy Auto Parts, Inc., generally described as follows, to-wit:

Beginning at a point in the South margin of Martin Avenue, at the point where same intersects the Westerly right-of-way line of Dickerson Road, being the northeast corner of Lot No. 6; thence with the Westerly margin of Dickerson Road southwardly 140 feet, more or less, to a point immediately east of a wall adjacent to the present driveway; thence in a Westerly direction and along with the Northerly margin of said wall, fence and the northerly margin of a block building to a point in the rear of said block building; thence in a Northerly direction to a fence post on the Southerly margin of a creek and continuing northwardly to the south margin of Martin Avenue; thence in an Easterly direction with the south margin of Martin Avenue to the point of beginning.

There is reserved for the benefit of Seller herein and tenants of Seller the right to use the present driveway on the premises conveyed hereunder for the purpose of ingress and egress from Dickerson Road to the premises presently leased to Associates Capital Corporation and described herein. This right of way reservation is for the benefit of not only the parties named but their employees, customers and the general public, and the employees, customers, and general public of any and all other future tenants of Seller.

The driveway easement on the property ~~xxxx~~ conveyed hereby is for the benefit of the land retained by Seller and presently leased to Associates Capital Corporation and shall, except as hereinafter provided, terminate upon the sale by the Seller herein of the fee simple title to that tract of land included in the above description but excluded from the conveyance hereof. Provided, however, it is expressly agreed that a termination of this driveway easement shall not be affected by conveyance and/or subsequent conveyance to any of the following: (1) To a child or children or grandchild or grandchildren, or any combination thereof, of D. W. Maddox; or (2) To Associates Capital Corporation or any of its subsidiaries and/or affiliates. However, upon conveyance of the fee simple title to the land retained by Seller, to any party not within either of the aforementioned classes, then the driveway easement retained by Seller for the benefit of the land which Seller retains, shall automatically terminate.

Being part of the same property conveyed to Protective Insurance Agency, Inc. by deed from Chester E. Sadler and wife, Mildred Bates Sadler, of record in Book 3973, Page 694, Register's Office, Davidson County, Tennessee.

The property is sold subject to (1) sanitary sewer easement granted to the Metropolitan Government of Nashville and Davidson County, Tennessee by instrument dated April 12, 1966 and all rights and privileges accruing thereunder; and (2) easement to USA.

unimproved ( )
This is improved ( ) property, known as ---------- (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Abernathy Auto Parts, Inc., its successors ~~xxxx~~ and assigns, forever.

And it do/es covenant with the said Abernathy Auto Parts, Inc., its successors and assigns, that it is lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered, except easements of record in Book 1357, page 477 and Book 4014, page 989, all in the Register's Office, Davidson County, Tennessee, and 1976 taxes which Grantee assumes in full.

And Protective Insurance Agency, Inc. do further covenant and bind itself and its successors ~~xxxx~~ and representatives, to warrant and forever defend the title to the said land to the said Abernathy Auto Parts, Inc., its successors ~~xxxx~~ and assigns against the lawful claims of all persons whomsoever.

Witness hand this 5th day of April, 19 76, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

PROTECTIVE INSURANCE AGENCY, INC.

By: D. W. Maddox

RD

Form No. WD3b

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STATE OF TENNESSEE
Davidson County.

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 _____, Tennessee, this _____ day of _____, 19____.

_____, Notary Public

Commission Expires _____

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, Peggy J. Gafford, a Notary Public of the State and County aforesaid, personally appeared D. W. Maddox, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of the Protective Insurance Agency, Inc., 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 him self as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 5th day of April, 19 76.

Peggy J. Gafford, Notary Public

PEGGY J. GAFFORD ★ NOTARY PUBLIC ★ DAVIDSON COUNTY

Commission expires 8/3/77