map 103-6-159
103-6-160
103-6-190
103-6-189

Prepared by:
John D. Martin, Jr.
705 Union Planters Nat'l Bank Bldg.
Memphis, Tenn. 38103

BOOK 5044 PAGE 687

WARRANTY DEED

THIS INDENTURE, made and entered into this 7th day of July, 1976, by and between KEMMONS WILSON, CELIA HODGE, and NATHAN EPSTEIN, Executor and Trustee under the Last Will and Testament dated April 18, 1963, of William Epstein, deceased, (hereinafter called "Party of the First Part", and NELSON C. ANDREWS and SUE ANDREWS, his wife, (hereinafter called "Party of the Second Part"),

W I T N E S S E T H:

That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration the receipt of all 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 within the boundaries of the Metropolitan Government of Nashville and Davidson County, Tennessee, To-wit:

Lots 67, 68, 69 and 70, as shown on plat of Brookside Court Addition No. 2 as made by Z. J. Wilkinson, Surveyor, and recorded February 6, 1951, in Book 1835 at Page 47 in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more particular description of said lots.

Title to the aforedescribed real property is vested in Kemmons Wilson, Celia Hodge and Nathan Epstein, Executor and Trustee under the Last Will and Testament dated April 18, 1963, of William Epstein, deceased. Dorothy Wilson, wife of Kemmons Wilson, and Ward Hodge, husband of Celia Hodge, join herein for purposes of conformity and of conveying dower, homestead and other rights therein arising by virtue of their respective marriages, but they do not join in the covenants and warranties of this Indenture.

TO HAVE AND TO HOLD the aforesaid real estate, together with the appurtenances and hereditaments thereunto belonging or

in any wise appertaining unto the said Party of the Second Part, their heirs, successors and assigns in fee simple forever.

And 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 except as hereinafter specifically set forth and except for the lien of any current taxes and assessments, which Party of the Second Part assumes and agrees to pay and discharge; and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.

This conveyance is made expressly subject to all existing leases, rental arrangements and tenants' rights, and Party of the Second Part assumes responsibility for repayment, at the termination of any such leases and in accordance with the provisions thereof, of any security deposits which tenants may have made in connection with any such lease so terminated. This conveyance is further made subject to, and there is excepted from the warranties of this Indenture, any and all of the following which may affect the aforedescribed real estate; (i) all restrictions, easements and covenants of record, all utility easements and all utility lines and mains within the premises and all zoning ordinances or laws of any governmental authority; (ii) all streets, roads and highways, either existing or in fact or dedicated in the recorded subdivision plat or plats encompassing the aforedescribed real estate, or otherwise; (iii) any and all dedications made upon the aforesaid subdivision plat or plats or by instruments of record; and (iv) all drainage easements, streams or ways, or other easements existing in fact.

All fixtures and improvements in and upon the aforedescribed real estate are also transferred and delivered to Party of the Second Part "as is", no warranties or representations concerning the condition thereof being made by Part of the First Part.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall

be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the said Party of the First Part the day and year first written above.

Dorothy Wilson

Kemmons Wilson

Celia Hodge

Ward Hodge

Nathan Epstein, Executor and Trustee under Last Will and Testament dated April 18, 1963, of William Epstein, deceased.

STATE OF TENNESSEE:

COUNTY OF SHELBY:

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Kemmons Wilson and Dorothy Wilson, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this 7th day of July, 1976.

NOTARY PUBLIC

My Commission Expires:

10/26/77

STATE OF TENNESSEE:

COUNTY OF SHELBY:

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Ward Hodge and Celia Hodge, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this 7th day of July, 1976.

NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES AUG. 3, 1977

STATE OF TENNESSEE:
COUNTY OF SHELBY:

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Nathan Epstein, Executor and Trustee under the Last Will and Testament dated April 18, 1963, of William Epstein, deceased, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this day of July, 1976.

Robert E. Carroll
NOTARY PUBLIC

My Commission Expires:
MY COMMISSION EXPIRES AUG. 3, 1977

* * * * RECORDING DATA ONLY * * *

Property Address: Berger Brothers 4421 Warner Place Knoxville Tenn

Mail Tax Bills To, and Party Responsible for Payment of Taxes: same

This Instrument prepared by: James C. Warner, Esq.
705 Union Planters Bank Building
Memphis, Tennessee 38103

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration of this transfer or value of the property transferred, whichever is greater, is $100,408.28 XX, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 12th day of July, 1976.

Catherine Macpherson
Notary Public

My Commissions Expires:
My Commission Expires APRIL 23, 1980

D5804I

IDENTIF. REFERENCE T

JUL 13 2 29 PM '76

REGISTER
DAVIDSON COUNTY, TENN.

- 4 -

JUL 13	CONV	90,000.00			
JUL 13	CONV	10,408.28			
JUL 13 S'TAX			B*	261.04	
JUL 13 PR'FEE			B*	.50	
JUL 13	W'DEED		B*	8.00	* 269.54