Map 103-6-209
103-6-153
103-6-210

Prepared by:
John E Martin, Jr
765 Union Stanford Nat'l Bank Bldg
Memphis Tenn. 38103

BOOK 5044 PAGE 691

WARRANTY DEED

THIS INDENTURE, made and entered into this 9th day of July, 1976, by and between Brookside Court, Inc., a Tennessee corporation, (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:

That certain tract of land owned by Brookside Court, Inc. described in Exhibit "A" attached hereto, made a part hereof, and incorporated herein by reference as if fully copied.

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.

BROOKSIDE COURT, INC.

ATTEST: R. E. Wallin

R. E. Wallin, Secretary

BY: Kemmons Wilson

Kemmons Wilson, President

JUL 13 CONV * 643.26.27
JUL 13 S TAX B* 1,568.58
JUL 13 PA FEE - 2 - B* .50
JUL 13 W DEED B* 8.00 * 1,577.08

STATE OF TENNESSEE
COUNTY OF SHELBY

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Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared KEMMONS WILSON and R. E. WALLIN with whom I am personally acquainted and who upon oath acknowledged themselves to be the President and Secretary, respectively of Brookside Court, Inc. the within named bargainor, a corporation, and they as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said KEMMONS WILSON, President, and attesting the same by the Secretary.

WITNESS my hand and official seal at office this 7th day of July, 1976.

Notary Public

My Commission Expires:
10/N/-17

* * * * RECORDING DATA ONLY * * * *

Property Address: Burger N. Nelson Andrews 4471 Warner P.O. Nashville, 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 $ 603,266.27 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.

Notary Public

My Commissions Expires:
My Commission Expires APRIL 28 1980

FELIX DAVIDSON CLERK & MASTER SHELBY COUNTY TENN. JUL 12 3 30 PM '76 IDENTIFICATION REFERENCE D 58042

EXHIBIT "A"

BROOKSIDE COURT, INC., Lots Nos. 16 to 47 both inclusive and tract "D" and tract "C" on a map of Brookside Court, Inc., according to survey by Z. J. Wilkinson, Surveyor, recorded April 5, 1950 in Book 1424, Page 145 in the Register's Office of Davidson County, Tennessee, more particularly described as follows:

Two tracts of land in the 8th Civil District of Davidson County, shown on a survey made by Z. J. Wilkinson, Surveyor, and further known as an unnumbered tract, Lots Nos. 16 to 47 both inclusive, and all that part of Knob Road shown on an unrecorded Map of Brookside Court, Inc. according to a survey of Z. J. Wilkinson, Surveyor, and described as follows:

Beginning at a point in the center of White Bridge Road at the northwest corner of the U. S. Government Proporty; thence along the center line of White Bridge Road North 8° 09' East 464.6 feet to a point opposite a concrete monument set in the South margin of a 20-foot alley or court lying along the north line of Lots Nos. 41 to 43 inclusive of said subdivision, which said court lies along the south line of an unnumbered tract shown on said Subdivision belonging to Dr. R. W. Grizzard, marked on said plan "Community Center"; thence along the south margin of said alley or Court South 87° 15' East 374.3 feet to a turn in said alley at the Northeast corner of Lot No. 43 in the West line of Lot No. 44; thence with the east margin of said alley and along the west line of Lot No. 44, North 2° 45' East 168 feet to the common corner of Lots Nos. 44 and 60; thence along the line between Lots 44, 45, 60 and 59, South 87° 15' East 78.1 feet to a concrete monument at the corner of Lots Nos. 45 and 46, and continuing with the north line of Lots 46 and 47, along the south line of Lot 59, North 72° 35' East 62.12 feet to the common corner of Lots Nos. 47, 48, 58 and 59, being a concrete monument; thence with the line between Lots 47 and 48, South 38° 25' East 256.6 feet to a point in the North margin of Knob Road; thence with the margin of said Road North 51° 35' East 463 feet to a point in the North margin of said Road, being in the south line of Lot 53, at the beginning of a curve in said road, and being a concrete monument; thence crossing Knob Road and running along and across a part of Kendall Drive North 37° 50' East 196.6 feet to the corner of Lots Nos. 14 and 15, being in the North line of Knob Road in a turn-around, and continuing with the margin of said Road and running around said north line of said turn-around, and along the line of Lot 15, North 75° 50' East 50 feet, North 50° 50' East 50 feet, North 25° 50' East 30 feet to an iron pin, and continuing with the margin of Lot No. 15, North 55° 50' East 30 feet to a concrete monument at the southeast corner of Lot 15 in the westerly line of a strip retained by Dr. R. W. Grizzard, and continuing with said turn-around and along the south line of said strip retained by Dr. Grizzard, South 86° 24' East 54.6 feet to a concrete monument at the southwest corner of Lot No. 16 in the east line of said retained strip; thence with the east line of said strip and along the west line of Lot No. 16, North 27° 30' East 114 feet to a point; thence South 86° 24' East, along the north line of Lot 16, and along the north line of an unnumbered tract shown on said survey, 947.7 feet to a point in Richland Creek; thence South 32° East 24.7 feet to a point in the center line of Richland Creek; thence leaving said creek South 53° 30' West 150 feet to a point in the north line of the Government property, and continuing with the north line of said Government property as follows: South 69° West 47 feet, South 83° West 520 feet, South 75° West 70 feet, South 61° West 100 feet, South 52° West 1050 feet, South 64° West 100 feet, South 70° West 100 feet, South 78° West 100 feet, South 85° West 100 feet, North 88° 30' West 100 feet, and North 86° 30' West 275 feet to the point of beginning.

TRACT No. 2: Being designated as Tract "C" on the above mentioned Wilkinson survey lying at the northwest corner of the tract marked "Community Center" and along the south line of the 20-foot Court or Avenue which runs along the south line of Lots 61 and 62, and described as follows:

Beginning at a concrete monument in the east margin of White Bridge Road at the northwest corner of the "Community Center", being the southwest corner of said Tract "C"; thence with the margin of White Bridge Road, North 8° 09' East 11.53 feet to the beginning of a curve; thence around said curve, in a northeasterly direction, 29.8 feet to another concrete monument set in the south margin of said 20-foot Court, Avenue or Alley; thence with the margin of said Court or Alley, South 86° 24' East 181.53 feet to a point at the northeast corner of said Tract "C", being a corner of said "Community Center"; thence South 8° 09' West 30 feet to another concrete monument, the southeast corner of said Tract "C"; thence North 86° 24' West 200 feet to the point of beginning.