Map 103-6-93
103-6-132

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

BOOK 5044 PAGE 695

WARRANTY DEED

THIS INDENTURE, made and entered into this 9th day of July, 1976, by and between Brookside Court Annex, 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 Annex, 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 ANNEX, INC.

ATTEST:

R. E. Wallin, Secretary

By: Kemmons Wilson

Kemmons Wilson, President

STATE OF TENNESSEE
COUNTY OF SHELBY

BOOK 5044 PAGE 697

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 Annex, 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 12th day of July, 1976.

Notary Public

My Commission Expires:
10/15/77

* * * * RECORDING DATA ONLY * * * *

Property Address: Burger Nelson Ardisons 4421 Warner Rd. 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 $565,562.13 TX, 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 23, 1980

EXHIBIT "A"

BROOKSIDE COURT ANNEX, INC., Lots Nos. 1 to 15 both inclusive and Lots Nos. 48 to 62 both inclusive on map and plan of lots of Brookside Court, Inc., shown on plat of survey by Z. J. Wilkinson, Surveyor, recorded April 5, 1950 in Book 1424 at Page 145 in the Register's Office of Davidson County, Tennessee, and more particularly described as follows:

A tract of land in the 8th Civil District of Davidson County, shown on a survey made by Z. J. Wilkinson, Surveyor, and further known as all of Kendall Drive, Lot Nos. 1 to 15 both inclusive, and Lots Nos. 48 to 62 both inclusive on the unrecorded Map of Brookside Court, Inc. Plan of Lots and shown on a copy of a survey thereof made by Z. J. Wilkinson, Surveyor, and described as follows:
Beginning at the northwest corner of the land purchased by John U. Wilson from Dr. R. W. Grizzard by deed recorded simultaneously herewith, and being at a point in the center line of White Bridge Road opposite the northwest corner of Lot No. 1 of said Subdivision; thence with the center line of WhiteBridge Road South 2° 09' West 100 feet to a point, south 8° 09' West 239.2 feet to a point in the center line of said Road opposite the southwest corner of Lot No. 62 of said Subdivision and being opposite the north margin of a 20-foot alley running along the south line of Lots Nos. 61 and 62; thence leaving White Bridge Road and running along the north margin of said alley, and along the south line of Lots 61 and 62, South 86° 24' East 326.2 feet to a point, the southeast corner of Lot 61 in the west line of Lot 60 at a turn in said alley; thence with the margin of said alley, along the west line of Lot 60, South 2° 54' East 166.5 feet to a point, the Northwest corner of Lot No. 44; thence along the north line of Lots Nos. 44 and 45, South 87° 15' East 78.1 feet to a concrete monument at the north corner of Lots 45 and 46; thence with the north line of Lots 46 and 47, along the south line of Lot 59, North 72° 35' East 62.12 feet to a concrete monument at the corner of Lots Nos. 47, 48, 58 and 59; thence with the line between Lots 47 and 48, South 38° 25' East 256.6 feet to the North margin of Knob Road; thence with the margin of the same as follows: North 51° 35' East 463 feet to a point at a concrete monument in the north margin of said road at the beginning of a turn in the south line of Lot 53; thence crossing Knob Road and running partly along the east terminus of Kendall Drive, North 37° 50' East 196.6 feet to a corner of Lots 14 and 15 at a point in the north margin of a turn-around; thence with the north line of said turn-around and along the line of Lot 15 as follows: North 75° 50' East 50 feet to a point; North 50° 50' East 50 feet to a point, North 25° 50' East 30 feet to a point, North 55° 50' East 30 feet to a point at the southwest corner of a small strip reserved by Dr. R. W. Grizzard; thence with the line of said strip, along the east line of Lot No. 15, North 27° 30' East 114 feet to a point in the north line of the John U. Wilson purchase above referred to; thence with the line of the same North 86° 24' West 1256.4 feet to the beginning.

D58043

IDENTIF. REFERENCE

JUL 13 2 32 PM '76

FELIX E. ... REGISTER
DAVIDSON COUNTY, TENN.

JUL 13 CONV * 56556213
JUL 13 STAX $ 1,470.56
JUL 13 PRTFEE $ .50
JUL 13 WDEED $ 8.00 * 1,479.06