103-6-177
103-6-161
103-6-193
103-6-198
103-6-25

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

BOOK 5044 PAGE 703

WARRANTY DEED

THIS INDENTURE, made and entered into this 9th day of July, 1976, by and between Brookside Court No. 3, 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 No. 3, Inc. described in Exhibit A attached hereto, made a part hereof, and incorporated herein by references 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 NO. 3, Inc.

ATTEST:

BY: _____
R. E. Wallin, Secretary

BY: _____
Kemmons Wilson, President

STATE OF TENNESSEE
COUNTY OF SHELBY

BOOK 5044 PAGE 705

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 No. 3, 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 ____ day of July, 1976.

My Commission Expires:
10/15/77

Notary Public

NOTARY PUBLIC SHELBY COUNTY, TENN.

* * * * RECORDING DATA ONLY * * * *

Property Address: Buyer Nelson Andrews 4421 Warren Pl, 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 $ 886,047.34, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Kemmons Wilson
Affiant

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

Catherine Macpherson
Notary Public

My Commissions Expires:
My Commission Expires APRIL 22, 1980

CATHERINE MACPHERSON NOTARY PUBLIC SHELBY COUNTY, TENN.

EXHIBIT "A" BOOK 5044 PAGE 706

BROOKSIDE COURT NO. 3, INCORPORATED, Lots Nos. 1 to 47 both inclusive on plat of Brookside Court Addition No. 3 as per plat of survey recorded December 4, 1951 in Book 1835 at Page 107 in the Register's Office of Davidson County, Tennessee, and more particularly described as follows:

A tract of land in the 8th, formerly the 12th, Civil District of Davidson County, Tennessee, being lots Nos. 1 to 47 inclusive on the Map of Brookside Courts Addition No. 3, not of record, described according to survey made by Z. J. Wilkinson, Surveyor, June 5, 1950 as follows:

Beginning in the center of White Bridge Road at the northwest corner of the U. S. Government property, the southeast corner of Brookside Courts No. 2, and the southwest corner of Brookside Court No. 1; thence with the southerly line of Brookside Courts No. 2, north 86°24' west 1200 feet; thence south 8° 09' west 95 feet; thence south 22°15' west 530 feet; thence south 62° 30' east 400 feet; thence south 85°30' east 265 feet; thence north 55° 24' east 579.3 feet; thence south 79° 08' east 258 feet to the center of White Bridge Road; thence with the center of said Road, north 8° 09' east 437.4 feet to the beginning, containing 15.385 acres.

Being the same property conveyed to Brookside Court No. 3, Incorporated by deed from John U. Wilson and wife, Louise Wilson, of record in Book 1976, page 224, Register's Office for Davidson County, Tennessee.

D 58045

IDENTIF. REFERENCE

JUL 13 2 36 PM '76

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

86,047.34

JUL 13 CONV B* 2,303.60
JUL 13 S TAX B* .50
JUL 13 PR FEE B* 8.00 * 2,312.10
JUL 13 W DEED