This instrument was prepared by
CRISSIM AND SHORT, Attorneys
Court Square Building
Nashville, Tennessee

BOOK 5052 PAGE 951

# WARRANTY DEED

| ADDRESS OF NEW OWNER: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| The Peppertree Company,<br>a Limited Partnership | SAME | See Exhibit "B" attached |
| P. O. Box 225 | | hereto and incorporated |
| Bellevue Road | | herein by reference. |
| Nashville, Tennessee 37221 | | |

FOR AND IN CONSIDERATION of the sum of TEN ($10.00) DOLLARS and other good and valuable considerations, the receipt of which is hereby acknowledged, JOHN W. MURPHREE COMPANY, a Tennessee Corporation, has bargained and sold, and by these presents does transfer and convey unto the said THE PEPPERTREE COMPANY, a Tennessee Limited Partnership with The Bellevue Company, a Tennessee Corporation, as General Partner, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described more fully in a Rider attached hereto and marked Exhibit "A" and incorporated herein by reference.

Said conveyance is subject to the following:

1) 1976 taxes which have been prorated and assumed by Grantee.

2) All rights vested in others by virtue of the execution and recording of a Master Deed establishing a Horizontal Property Regime of "Peppertree", Creekside Meadows Condominiums, dated July 15, 1974, and of record in Book 4834, page 257, and amended by instrument of record in Book 4984, page 174 and by instrument of record in Book 5045, page 800, Register's Office for Davidson County, Tennessee, excluding any liens for unpaid assessments for common charges that may be due with respect to the land herein conveyed accruing prior to the date of this conveyance.

3) Title to that portion of the premises embraced within the bounds of any roads or highways.

4) Any restrictive covenants, easements or setback lines which may be applicable to said property.

5) This conveyance is executed as is with no warranty as to the condition of the improvements erected thereon or to the fitness for occupancy or Metropolitan Codes Regulations. Furthermore, Grantee has inspected the project in depth and acknowledges all structural, architectual and labor defects as disclosed by Grantor and in Grantor's professional report.

To Have and To Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said The Peppertree Company, a Tennessee Limited Partnership with The Bellevue Company, a Tennessee corporation, as General Partner, its successors and assigns, forever.

And it does covenant with the said The Peppertree Company 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 as set forth herein.

And John W. Murphree Company does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to the said land to the said The Peppertree Company, its successors and assigns, against the lawful claims of all persons whomever.

WITNESS its hand this 30th day of July, 1976, the corporate party having caused its named to be signed hereto by its duly authorized officers on the said day and date.

JOHN W. MURPHREE COMPANY

BY _____
Kenneth R. Larish, President

T.I.F. REFERENCE
AUG 2 2 31 PM '76
REGISTER DAVIDSON COUNTY, TENN.

0612 55

AUG-2- CONV * 1,500,000.00
AUG-2- S'TAX B* 3,000.00
AUG-2- PR'FEE B* .50
AUG-2- W'DEED B* 8.00 * 7,008.50

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____, a Notary Public in and for said County and State, personally appeared Kenneth R. Larish, with whom I am personally acquainted, and who, upon oath acknowledged himself to be the President of the John W. Murphree Company, the within named bargainor, a Tennessee 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 himself as President. WITNESS my hand and seal at office at Nashville, Tennessee, this 30th day of July, 1976.

_____
Notary Public

TERESA NOWAK NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My commission expires: 8-13-78

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 1,500,000

_____
Affiant

TERESA NOWAK NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Subscribed and sworn to before me this 30th day of July, 1976.

_____
Notary Public

My commission expires: 8-13-78

EXHIBIT "A"



Land in Davidson County, Tennessee, being a portion of Parcel Number 154 on the Plan of Creekwood, as of record in Book 4175, pages 148 and 149, Register's Office for Davidson County, Tennessee, described according to a survey by James L. Murphy, Jr.,and Company, dated March 3, 1972, revised April 6, 1972, as follows:

BEGINNING at a point lying on the westerly property line of the Bellevue Church of Christ property as of record in Book 4112, page 724, Register's Office for Davidson County, Tennessee; said point being further described as lying South 23° 57' East a distance of 554.22 feet from the southerly margin of the Memphis-Bristol Highway (U.S. 70-S); thence running with the said westerly property line of the Bellevue Church of Christ, South 23° 57' east a distance of 510.11 feet to an iron pin, said iron pin further described as being the southwesterly corner of the said Bellevue Church of Christ property; thence leaving the said westerly line of the Bellevue Church of Christ and running with the northerly line of the Metropolitan Board of Education property as referred to in Metroplitan County Council Resolution No. 70-1063, South 85° 53' 19" west a distance of 630.37 feet to a point; thence leaving the said northerly property line of the Metropolitan Board of Education and running with the Metropolitan Board of Education's westerly line, South 9° 27' east a distance of 547.96 feet to a point; thence leaving the said westerly property line of the Metropolitan Board of Education north 85° 04' 40" west a distance of 1068.78 feet to a point located in the centerline of Bellevue Road; thence running with the said centerline of Bellevue Road, north 4° 55' 20" east a distance of 1023.82 feet to a point; thence leaving the said centerline of Bellevue Road and running with the southerly line of Creekwood, Phase One, South 85° 04' 40" east a distance of 137 feet to a point; thence south 14° 20' east a distance of 100.50 feet to a point; thence south 32° east a distance of 166 feet to a point; thence south 29° 26' east a distance of 248.5 feet to a point; thence north 60° 30' 05" east a distance of 359.93 feet to a point; thence north 78° 57' east a distance of 186 feet to a point; thence south 88° 38' east a distance of 224.5 feet to a point; thence north 82° 04' east a distance of 106.5 feet to a point; thence north 8° 19' west a distance of 163.5 feet to a point; thence north 80° 33' east a distance of 137 feet to the point of beginning. Said tract containing 22.48 acres, more or less.

INCLUDED in the above description but EXCLUDED therefrom is a 0.82, more or less, acre tract of land dedicated for the widening of Bellevue Road on the Plan of Creekwood as of record in Book 4175, page 148, Register's Office for Davidson County, Tennessee.

TOGETHER with all articles of personal property and all materials delivered to said premises for incorporation or use in any construction thereon, or in any manner in connection therewith.

INCLUDED within the foregoing but expressly excluded therefrom are the following: Building Number 13, Unit Number 150; Building Number 14, Unit Number 154; Building Number 15, Unit Number 155; Building Number 15, Unit Number 156; Building Number 15, Unit Number 157; Building Number 16, Unit Number 161; Building Number 17, Unit Number 162; Building Number 17, Unit Number 165; Building Number 18, Unit Number 169; Building Number 21, Unit Number 176; Building Number 21, Unit Number 177; Building Number 21, Unit Number 178; Building Number 22, Unit Number 182; Building Number 23, Unit Number 184; Building Number 28, Unit Number 199; Building Number 28, Unit Number 200; Building Number 29, Unit Number 203; Building Number 29, Unit Number 205; Building Number 30, Unit Number 207; Building Number 30, Unit Number 208; Building Number 31, Unit Number 209; Building Number 31, Unit Number 210; Building Number 31, Unit Number 211; Building Number 31, Unit Number 212; Building Number 32, Unit Number 216; Building Number 33, Unit Number 218; Building Number 34, Unit Number 220; Building Number 58, Unit Number 307; Building Number 58, Unit Number 308; Building Number 59, Unit Number 312; all as shown on the Plan of "Peppertree", Creekside Meadows Condominiums, as of record in Book 4675, pages 128 through 130, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to the John W. Murphree Company by deedsof record in Book 4950, page 50; Book 5023, page 546; Book 5035, page 152 and Book 5051, page 68, Register's Office for Davidson County, Tennessee.

## EXHIBIT "B"

Map and Parcel Numbers for Warranty Deed from John W. Murphree Company, a Tennessee corporation, to The Peppertree Company, a Tennessee Limited Partnership with The Bellevue Company, as General Partner, dated July 30, 1976.

142-6A-100
142-6A-101
142-6A-102
142-6A-103
142-6A-104
142-6A-105
142-6A-106
142-6A-107
142-6A-108
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