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IDENTIF. REFERENCE

AUG 2 3 06 PM '76

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

BOOK 5052 PAGE 991

FORM NO. WD-1

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 45,000.

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 2nd DAY OF August 1976.

Notary Public

MY COMMISSION EXPIRES: [illegible] 1976

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY

BARRETT, BRANDT & BARRETT, P.C., 9th Fl.,3rd Nat'l Bank Bldg., Nashville,Tn.
NAME ADDRESS

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
George E. Barrett, Trustee (NAME)	Same (NAME)	92-2-3
217 2nd Ave., No. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	178
Nashville, Tn. (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	Field Book 5W-1440

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, William Hume Barr, Trustee and David Pollack as Interest may appear and William H. Freeman, as Interest may Appear

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO George E. Barrett, Trustee

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS: TO-WIT:

(SEE ATTACHED)

AUG-2? CONV 45,000.00
AUG-2? S'TAX B* 117.00
AUG-2? PR'FEE B* .50
AUG-2? W'DEED B* 6.00 * 123.50

This is improved (X) unimproved ( ) property, known as 217 2nd Ave., No., Nashville, Tennessee
(House Number) (Street) (P. O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hand s this 2nd day of August 19 76

William Hume Barr, Trustee

William H. Freeman, as interest may appear

David Pollack as Interest may appear

STATE OF TENNESSEE
Davidson County

BOOK 5052 PAGE 992

Personally appeared before me, JAMES R. KNIFFEN, a Notary Public in and for said County and State, the within named William Hume Barr, David Pollack, William H. Freeman

the bargainor s, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this day of August, 19 76

Commission expires Aug 14, 1976

James R. Kniffen
Notary Public

STATE OF TENNESSEE
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (their several oaths) (his oath) acknowledged (themselves) (himself) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he) (they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19__

My commission expires _____

_____
Notary Public

WARRANTY DEED

FROM

WILLIAM HUME BARR, TRUSTEE

TO

DAVID POLLACK, as Interest may appear
WILLIAM H. FREEMAN, as interest may appear
GEORGE E. BARRETT, Trustee

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

Being land in Davidson County, Tennessee described as follows: Being part of Lot No. 26 on the Original Plan of the Town of Nashville, not of record described as follows:

Beginning on the westerly margin of Second Avenue North, as widened, formerly Market Street, at a point 30 feet south of the southerly margin of Bank Alley; thence with the westerly margin of said Avenue southwardly 26 feet, more or less, to the center of a party wall, the northeast corner of the property conveyed to W. M. Lellyett, et al by deed from the Penn Mutual Life Insurance Company, of record in Book 1081, page 131, Register's Office for said County; thence with the center of said party wall and with the northerly line of said Lellyett property westerly 105 feet, more or less, to the easterly margin of an alley; thence with the said alley northwardly 26 feet, more or less, to a point 30 feet south of the southerly margin of Bank Alley; thence eastwardly 105 feet, more or less, to the beginning.

There is located on the above described tract of land a two story brick store building known as 217 Second Avenue, North, and immediately adjacent thereto on the South is another brick store building known as 215 Second Avenue, North, which was conveyed by the Penn Mutual Life Insurance Company to W. M. Lellyett and Roy R. Rogers by deed dated March 31, 1938, of record in Book 1081, page 131, Register's Office for Davidson County, Tennessee. There is a party wall between said two buildings and this conveyance includes the right and use of said party wall for the building on the tract herein above described and is subject to the benefit and use of said party wall for the other building on the south adjacent thereto.

Being the same property conveyed to William Hume Barr, Trustee by two separate installment deeds, the first from Juanita Y. Lellyett, dated April 8, 1974, conveying her one-half undivided interest in the above described property of record in Book 4803, page 739, Register's Office for said County, the second installment deed, dated April 8, 1974, from Milbrey R. Dugger, conveying her one-half undivided interest in the above described property of record in Book 4803, page 741, Register's Office for said County.

This conveyance is subject to mortgages created by installment deeds, the first dated April 8, 1974 of record in Book 4803, page 739, in the original amount of Eighteen Thousand Seven Hundred and Fifty Dollars ($18,750.00) to be paid according to promissory note of even date made payable to Juanita Lellyett, and the second dated April 8, 1974 of record in Book 4803, page 741, in the original amount of Eighteen Thousand Seven Hundred and Fifty Dollars ($18,750.00) to be paid in accordance with promissory note of even date payable to Milbrey R. Dugger.