AHJjr:rr
2/7/77

NEW OWNER AND ADDRESS:
Tucker Freight Lines, Inc.
1415 S. Olive Street
South Bend, Indiana

THIS INSTRUMENT PREPARED BY
AND RETURN TO
A. HARRIS [illegible] JR., ATTY,
[illegible]
FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238

Mail

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94-13
Po 54 Pd

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of One Hundred One Thousand Seven Hundred Fifty and No/100 ($101,750.00) Dollars and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, T.I.M.E.-DC, INC., a Delaware corporation, with a principal office at P. O. Box 2550, Lubbock, Texas, hereinafter referred to as "Grantor", hereby sells and conveys unto TUCKER FREIGHT LINES, INC., an Indiana corporation, with a principal office at 1415 S. Olive Street, South Bend, Indiana, hereinafter referred to as "Grantee", that certain tract of land situated and being in the County of Davidson, State of Tennessee, hereinafter described as follows, to-wit:

> Land in the Third Civil District of Davidson County, Tennessee by Barge, Waggoner, Sumner and Cannon, Inc., dated January 25, 1977, described as follows:
>
> Beginning at a point on the westerly margin of Fessler's Lane, said point being 319 feet more or less north from the northwest corner of Fessler's Lane and Calhoun Avenue; thence, leaving said Fessler's Lane with a line 10 feet north of and parallel to an existing 8 inch sanitary sewer line of record in Book 3818, page 599, Register's Office for Davidson County, South 89° 54' West 600.0 feet to a point; thence, at right angles North 00° 06' West, 400.0 feet to a point; thence, at right angles with a line 400 feet distant from and parallel to heretofore described south line North 89° 54' East, 628.7 feet to the westerly margin of said Fessler's Lane; thence, with said margin South 4° 00' 05" West, 401.0 feet to the point of beginning.
>
> Being part of the same property conveyed to T.I.M.E.-DC, Inc. a Delaware Corp., formerly Realties Unlimited, Inc. by deed from Super Service Motor Freight Company, Inc. of record in Book 3812, page 35. Realties Unlimited, Inc. having merged into T.I.M.E.-DC, Inc., a Delaware corporation as evidence of Charter of record in Book 4991, page 850, Register's Office for Davidson County, Tennessee.

This title is subject to sanitary sewer easement in favor of the Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 3818, page 599, Register's Office, Davidson County, Tennessee and to a catch basin easement in the northeast corner of the property.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $101,750.00

Subscribed and sworn to before me, this the 17th day of February, 1977

Affiant

My commission expires 12-10-77
(Affix Seal)

Notary Public

TO HAVE AND TO HOLD said tract or parcel of land, together with all the improvements thereon and the appurtenances thereto belonging unto the said TUCKER FREIGHT LINES, INC., its successors and assigns, forever.

T.I.M.E.-DC, INC., its successors and assigns, hereby agrees to grant TUCKER FREIGHT LINES, INC., its successors and assigns, such easement or easements as are necessary to carry surface water from the Tucker Freight Line property purchased from T.I.M.E.-DC, INC., to drainage ditches which presently exist on the T.I.M.E.-DC property. The location of said easement or easements shall be at locations which are mutually agreeable and in the best interests of both parties. Any questions which arise regarding the number of easements necessary and their location shall be resolved by the engineering firm of Barge, Waggoner, Sumner and Cannon. T.I.M.E.-DC, shall reserve the right to move any easement granted should it be necessary to do so for T.I.M.E.-DC to sell property to the North and West of the Tucker Freight Line's land but said relocation shall be at no cost to Tucker.

T.I.M.E.-DC, INC. does covenant that it has good and marketable fee simple title to the property, free and clear of any and all liens, security interest, encumbrances or other restrictions, whether existing of record or otherwise, except as recited.

AND, T.I.M.E.-DC, INC. does further covenant and bind itself, its successors and assigns to warrant and forever defend the title to the said land to the said TUCKER FREIGHT LINES, INC., its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto caused these presents to be signed on this the 10th day of February, 1977.

T.I.M.E.-DC, INC.

BY: W. C. Shuntaff
President

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STATE OF TEXAS)

COUNTY OF LUBBOCK)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared H. C. Shurtleff, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President, of T.I.M.E.-DC, INC., the within named bargainor, a Delaware corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

WITNESS my hand and official seal at office the day and year above written.

NOTARY PUBLIC

MY COMMISSION EXPIRES: June 1, 1977.

D89901

IDENTIF. REFERENCE

FEB 17 2 39 PM '77

REGISTER'S OFFICE DAVIDSON CO., TENN.

CONV 90[illegible]

CONV 11,750.00

FEB 17 75 STAX 270.00

FEB 17 75 MTGE .50

FEB 17 75 DEED 3.00 * 270.00