NAME & ADDRESS OF NEW OWNERS:

William A. Biffle
125 Clearlake Drive
Nashville, Tn. 37217

SEND TAX BILLS TO:

Fidelity Federal Savings & Loan
401 Union St.
Nashville, Tn. 37219

FIELD BK#2D60712
MAP 136-7
PARCEL 130
PW

Loan # 510713-4

WARRANTY DEED

BOOK 5124 PAGE 500

THIS INDENTURE, made and entered into this 9th day of March, 1977, by and between THE KROGER CO., a corporation organized and existing under and by virtue of the laws of the State of Ohio, party of the first part, and William A. Biffle and Dora M. Biffle, party of the second part,

WITNESSETH: That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt 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, as joint tenants with right of survivorship, his or her heirs and assigns, the following described real estate, situated and being in the County of Davidson, State of Tennessee:

Land in Davidson County, Tennessee being Lot No. 196 as shown on the plan of Priest Lake Park, Section 4, of record in Book 4460, Pages 15, 16 & 17, Register's Office for said County.

Beginning at a point in the southerly margin of Clearlake Drive at the common corner of Lots 196 & 197; thence with the line between said two lots southerly 149.95' to a point; thence easterly 67.25' to a point; thence N 4°14'W 54.7' to a point; thence, N 85°46' E 40.0' to a point; thence N 45° 35' E 17.4' to a point; thence north 108.0' to the southerly margin of Clearlake Drive; thence with the southerly margin of said drive south westerly 19.0' to a point; thence continuing with said southerly margin of said drive southwesterly 79.46' to the beginning.

Being the same property conveyed to The Kroger Co. by deed from John W. Mench, III and wife, Rose I. Mench of record in Book 5110, Pages 575 and 576, Register's Office for said County.

Subject to liens, covenants, easements, building lines, owner's certificate, reservations and restrictions of record and taxes for the year 1977 and all subsequent years.

TO HAVE AND TO HOLD the aforesaid real estate together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his or her heirs and assigns in fee simple forever.

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, and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons claiming by, through or under it but not further or otherwise.

Whenever the word "party" is used herein, it shall mean "parties" if there are more than one person referred to and whenever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

IN WITNESS WHEREOF, party of the first part has caused this instrument to be executed by and through its duly authorized officers the day and year first above written.

ATTEST:

Assistant Secretary

THE KROGER CO.

BY: Arthur Juergens
Vice President

BY: George A. Leonard Jr.
Vice President

APPROVED LAW DEPT. 12/6/77

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared Arthur Juergens and George A. Leonard with whom I am personally acquainted and who, upon oath, acknowledged themselves to be the Vice Presidents of The Kroger Co., the within named bargainor, a corporation, and that they as such Vice Presidents, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such Vice Presidents.

IN WITNESS my hand and Official Seal at office this 9th day of March, 1977.

Notary Public

BRENDA R. ANDES
Notary Public, Hamilton County, Ohio
My Commission Expires June 17, 1978

I hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $42,000, 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 9th day of March, 1977.

NOTARIAL SEAL • OHIO • HAMILTON

Notary Public
BRENDA R. ANDES
Notary Public, Hamilton County, Ohio
My Commission Expires June 17, 1978

This deed prepared by Lewis L. Clum, Attorney-at-Law.
1014 Vine Street
Cincinnati, OH 45201

D 93746

IDENTIF. REFERENCE

MAR 15 2 25 PM '77

FELIX E. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

MAR 15 77	CONV	42,000.00	B* 109.20	
MAR 15 77	S'TAX		B* .50	
MAR 15 77	PR'FEE		B* 6.00	*
MAR 15 77	W'DEED			

11570