BOOK 5146 PAGE 424

FORM NO. WD-1

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 82,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF May 1977.

Notary Public

MY COMMISSION EXPIRES: 11/12/1980

(AFFIX SEAL)

FROM INFORMATION FURNISHED BY THE PARTIES

THIS INSTRUMENT WAS PREPARED BY

Fred E. Cowden, Jr., Suite 303, 4515 Harding Road, Nashville, TN 37205
NAME ADDRESS

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
F. Bruce Fitzpatrick et ux (NAME)	SAME (NAME)	Map 71-3
Mer Stewart Jackson Ct (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Pars. 39, 40,41, 42, 43, 44, 46, 47, 48, 50, 51
Nashville TN 37210 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

Mail

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, ABERNATHY AUTO PARTS, INC.

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO F. Bruce Fitzpatrick and wife, Carolyn A. Fitzpatrick

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 ATTACHMENT PAGE 1A FOR THE PROPERTY DESCRIPTION.

unimproved ( )
This is improved (X) property, known as 2408 Dickerson Rd. Nashville, Tn. 37207
(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 my hand this 12th day of May, 19 77

ABERNATHY AUTO PARTS, INC.

BY: F. Bruce Fitzpatrick

STATE OF TENNESSEE
Davidson County

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Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor___, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained. Witness my hand and official seal at _____, Tennessee, this _____ day of _____ 19___.

Commission expires _____

_____
Notary Public

STATE OF TENNESSEE
Davidson County

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

Witness my hand and official seal at office at Nashville, Tennessee on this the 12th day of May, 19 77.

My commission expires 11/12/80

R C Cutsinger
Notary Public

DAVIDSON COUNTY NOTARY PUBLIC

WARRANTY DEED

FROM
ABERNATHY AUTO PARTS, INC.

TO
F. BRUCE FITZPATRICK and wife,
CAROLYN A. FITZPATRICK

E 0 3 3 3 7

IDENTIF. REFERENCE

MAY 12 10 17 AM '77

REGISTER
DAVIDSON COUNTY, TENN.

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

MAY 12	CONV	82,500.00			
MAY 12	S'TAX		B*	214.50	
MAY 12	PR'FEE		B*	.50	
MAY 12	W'DEED		B*	6.00	* 221.00

Land in Davidson County, Tennessee, being the northerly 20 feet of Lot No. 2, all of Lots Nos. 3, 4, 5, 6 and 19 to 27 inclusive on the map of Dr. E.T. Brown's Subdivision of part of the Hughes Place, as of record in Book 332, page 55, Register's Office for said County.

Said part of Lot No. 2 and all of Lots Nos. 3 and 4 front together 220 feet on the westerly side of Dickerson Pike, as widened, and extend back between parallel lines 235 feet, more or less, to an alley. Said Lot No. 5 fronts 100 feet on the westerly side of Dickerson Pike and extends back between parallel lines 235 feet, more or less, to an alley. Said Lot No. 6 fronts 100 feet on the westerly side of Dickerson Pike, as widened, and extends back between parallel lines, with the southerly margin of Martin Avenue, 235 feet, more or less, to an alley. Said Lots Nos. 19 to 24 inclusive front together 600 feet on the westerly side of Fresno Avenue and extend back between parallel lines, with the northerly margin of Martin Avenue, 242 feet to a dead line. Said Lots Nos. 25, 26 and 27 front 436.8 feet on the southerly side of Martin Avenue and extend back 279.5 feet on the easterly line, with the westerly margin of an alley, and 250 feet on the westerly line to an alley in the rear, measuring 338.2 feet thereon.

INCLUDED IN THE ABOVE DESCRIPTION BUT TO BE EXCLUDED THEREFROM, is that portion of the premises leased to and used by Associates Capital Corporation as a repossession automobile sales lot, generally described as follows, to-wit:

Beginning at a point in the South margin of Martin Avenue, at the point where same intersects the Westerly right-of-way line of Dickerson Road, being the northeast corner of Lot No. 6; thence with the Westerly margin of Dickerson Road southwardly 140 feet, more or less, to a point immediately east of a wall adjacent to the present driveway; thence in a Westerly direction and along with the Northerly margin of said wall, fence and the northerly margin of a block building to a point in the rear of said block building; thence in a Northerly direction to a fence post on the Southerly margin of a creek and continuing northwardly to the south margin of Martin Avenue; thence in an Easterly direction with the south margin of Martin Avenue to the point of beginning.

There is reserved for the benefit of Protective Insurance Agency, Inc. and tenants of Protective Insurance Agency, Inc. the right to use the present driveway on the premises conveyed hereunder for the purposes of ingress and egress from Dickerson Road to the premises presently leased to Associates Capital Corporation and described herein. This right of way reservation is for the benefit of not only the parties named but their employees, customers and the general public, and the employees, customers, and general public of any and all other future tenants of Protective Insurance Agency, Inc.

The driveway easement on the property conveyed hereby is for the benefit of the land retained by Protective Insurance Agency, Inc. and presently leased to Associates Capital Corporation and shall, except as hereinafter provided, terminate upon the sale by Protective Insurance Agency, Inc. of the fee simple title to that tract of land included in the above description but excluded from the conveyance to Abernathy Auto Parts, Inc. Provided, however, it is expressly agreed that a termination of this driveway easement shall not be affected by conveyance and/or subsequent conveyance to any of the following: (1) To a child or children or grandchild or grandchildren, or any combination thereof, of D.W. Maddox; or (2) To Associates Capital Corporation or any of its subsidiaries and/or affiliates. However, upon conveyance of the fee simple title to the land retained by Protective Insurance Agency, Inc., to any party not within either of the aforementioned classes, then the driveway easement retained by Protective Insurance Agency, Inc. for the benefit of the land which Protective Insurance Agency, Inc. retains, shall automatically terminate .

Being all the same property conveyed to Abernathy Auto Parts, Inc. by deed from Protective Insurance Agency, Inc. of record in Book 5016, page 755, Register's Office of Davidson County, Tennessee.

The property is sold subject to (1) sanitary sewer easement granted to the Metropolitan Government of Nashville and Davidson County, Tennessee by instrument dated April 12, 1966 and all rights and privileges accruing thereunder; and (2) easement to USA.

This attachment being Page 1A of the Warranty Deed conveying property from Abernathy Auto Parts, Inc. to F. Bruce Fitzpatrick and wife, Carolyn A. Fitzpatrick of record in the Register's Office for Davidson County, Tennessee.