BOOK 5164 PAGE 872

WARRANTY DEED

THIS INSTRUMENT WAS PREPARED BY:
GAIL P. PIGG, ATTORNEY
230 FOURTH AVE., NORTH
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP, PARCEL NUMBERS
George A. Volkert, Trustee	Same	117-10
c/o Vaiya Berry (NAME:) 21st Floor, First American	(NAME:)	#129
(STREET ADDRESS OR ROUTE NUMBER) Circle	(STREET ADDRESS)	7D,A-38680
Nashville, Tenn (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

For and in Consideration of the sum of TEN AND NO/100 ($10.00)----------
---------- *DOLLARS*

and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned

WILLIAM T. WARREN, III (UNMARRIED)

have bargained and sold, and by these presents do transfer and convey unto

the said his GEORGE A. VOLKERT, TRUSTEE, with full power to sell, transfer and convey without the joinder of any beneficiary *heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:*

Land in Davidson County, Tennessee, being the easterly 75 feet of Lot No. 5 of Block "B" on the Plan of Hillsboro Views Development Company's Subdivision, as of record in Book 974, pages 64 and 65, Register's Office for said County.

Said part of Lot No. 5 fronts 75 feet on the southerly side of Crestmoor Drive, formerly Henry Avenue, and runs back 183 feet, more or less, on the westerly line and 183 feet 3 inches on the easterly line to a dead line, measuring 75 feet thereon.

Said described property is subject to a concrete retaining wall encroachment as per survey by Stanford & Associates, Inc., dated June 17, 1977. Said encroachment at the northeast property corner is 1.30 feet west of said corner; thence along said wall to a point 51.70 feet from the southeast property corner, said wall encroaching at this point by 1.58 feet west of property line.

Included but excluded:

Part of the easterly 75 feet of Lot No. 5, Block "B" on the Plan of Hillsboro View Development Company's Subdivision, as follows:

Beginning at a point in the southerly margin of Crestmoor Drive, said point being the northeast corner of the Burton property; thence southerly along Burton's easterly property line, 10 feet to a point; thence westerly along the line 10 feet south of and parallel to the

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 25,000.00

Subscribed and sworn to before me, this the 28th day of June 1977

Affiant

My commission expires 2/23/81
(Affix Seal)

Notary Public

southerly margin of Crestmoor Drive, 75 feet to a point in Burton's westerly property line; thence northerly along said westerly property line, 10 feet to a point in the southerly margin of Crestmoor Drive; thence easterly along the southerly margin of Crestmoor Drive, 75 feet to the point of beginning and containing 750 square feet.

Being part of the same property conveyed to William T. Warren, III by deed from Joe E. Burton and wife, Lula Grace Burton, of record in Book 4644, page 627, Register's Office for Davidson County, Tennessee.

The above property is described according to a survey made by Stanford & Associates, Inc., dated June 17, 1977, and is bounded upon the north by the right-of-way of Crestmoor Road as widened and on the south by Green Hills Village Shopping Center.

unimproved ( )
This is improved (X) property, known as ..... (House Number) (Street) P. O. Address: (City or Town)

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GEORGE A. VOLKERT, TRUSTEE his *heirs and assigns, forever.*

And I *do covenant with the said* GEORGE A. VOLKERT, TRUSTEE *that* I am *lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered,* except for 1977 taxes; plan of record in Book 974, pages 64 & 65; ~~easement contained in Book 4091, page 653;~~ and concrete retaining wall encroachment as per survey by Stanford & Associates, Inc., dated June 17, 1977, and to a lease between grantor and Dafsco, Inc., et al, dated November 1, 1976, expiring December 31, 1979, all right, title and interest of grantor being assigned herewith. Landlord warrants that he is not in default in said lease terms with exception of paving.

And I *do further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to the said land to the said* GEORGE A. VOLKERT, TRUSTEE *heirs and assigns against the lawful claims of all persons whomsoever.*

Witness my *hand this* 28th *day of* June, *19* 77, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

William T. Warren, III

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Gail Pigg, *a Notary Public in and for said County and State, the within named* William T. Warren, III

the bargainor....., with whom I am personally acquainted, and who acknowledged that he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 28th *day of* June, *19* 77

Gail Pigg, *Notary Public.*

Commission Expires 2/23/81

STATE OF .....
COUNTY OF .....

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 ....., this ..... day of ....., 19.....

....., Notary Public.

Commission Expires .....

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared ....., with whom I am personally acquainted, and who, upon oath, acknowledged .....self to be ....of the ....., the within named bargainor, a corporation, and that .....he as such....., being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by .....self as .....

Witness my hand and seal, at office in ....., this .....day of ....., 19.....

Notary Public

Commission Expires .....

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WARRANTY DEED

FROM

William T. Warren, III

TO

George A. Volkert, Trustee

E 11606

IDEAT[illegible] REFERENCE

JUN 28 3 15 PM '77

[illegible]

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

JUN28'77	CONV	90,000.00			
JUN28'77	CONV	35,000.00			
JUN28'77	S'TAX		B* 325.00		
JUN28'77	PR'FEE		B* .50		
JUN28'77	W'DEED		B* 8.00	*	333.50