BOOK 5199 PAGE 383

WARRANTY DEED

THIS INSTRUMENT WAS PREPARED BY

DEARBORN & EWING, ATTORNEYS, NASHVILLE, TENNESSEE

ADDRESS NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Treetop Enterprises, Inc.	Same	102-52
(NAME) 4950 Linbar, Room 106	(NAME)	
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37211	(STREET ADDRESS)	
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

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~~ I, Robert L. Echols, Trustee,

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Treetop Enterprises, Inc., a Tennessee corporation,

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 EXHIBIT "A"

unimproved (X)
This is improved ( ) property, known as (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 successors, assigns 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~~ his hand ~~and seal~~ this 20th day of September, 19 77

Robert L. Echols, Trustee

Robert L. Echols, Trustee

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STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Susan G. Paynter, a Notary Public in and for said County and State, the within named Robert L. Echols, Trustee, 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 20 day of Sept., 1977

Commission Expires: 9-16-78

Susan G. Paynter
Notary Public

STATE OF)

COUNTY OF)

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 (his oath, their several oaths) acknowledged (himself, themselves) 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 purpose 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 ____ day of _____, 19__.

My Commission Expires: _____

_____
Notary Public

WARRANTY DEED

FROM Robert L. Echols, Trustee

TO Treetop Enterprises, Inc.

E 27206

IDENTIF. REFERENCE

SEP 21 3 34 PM '77

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

RETURN TO: Dearborn & Ewing
ATTORNEYS
NASHVILLE, TENN.

SEP 21 77	CONV	42,500.00			
SEP 21 77	S'TAX		B*	110.50	
SEP 21 77	PR'FEE		B*	.50	
SEP 21 77	W'DEED		B*	6.00	* 117.00

STATE OF Tennessee)

COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this conveyance is $ 42,500.00

Robert L. Echols, Trustee

Subscribed and sworn to before me this 20 day of Sept., 1977

My Commission Expires: 9-16-78

Susan G. Paynter
Notary Public

EXHIBIT "A"

Being Lot No. 2, Section Two, Phillips Terrace, Plan of record in Book 5060, page 200, Register's Office for Davidson County, and being more particularly described as follows:

Beginning at a concrete monument set in the notherly right-of-way of Charlotte Pike, U.S. 70-N, at the southeasterly corner of Lot No. 1, Phillips Terrace, as of record in Book 3842, page 237, Register's Office of Davidson County, Tennessee; thence, with the easterly line of Lot No. 1, N 21° 21' 00" W, 200.00' to an iron pin; thence, severing the property of which this is a part, N 68° 39' 00" E, 63.00' to a concrete monument; thence, S 44° 51' 41" E, 190.46' to a concrete monument set in the westerly right-of-way of Interstate 40; thence with the westerly margin of I-40, S 34° 22' 00" W, 45.0' to a concrete monument at the intersection of the northerly right-of-way of Charlotte Pike and the westerly right-of-way of I-40; thence, with the northerly right-of-way of Charlotte Pike, S 68° 39' 00" W, 101.80' to the point of beginning and containing 20,690 square feet or 0.475 acres.

Included in the above described property is a 25' wide common access easement described as follows:

The southerly margin of said 25' common access easement being 25' from and parallel to the northerly right-of-way of Charlotte Pike and I-40 and runs from the easterly line of Lot No. 2 to the westerly line or common line between Lots 1 & 2, above noted Phillips Terrace.

Also running with Lot No. 2 as described above but not included in said lot are two easements described as follows:

1. Being a 40' wide common access easement running parallel to and adjoining the easterly line of Lot No. 2 and extending along the entire easterly lot line, and

2. A 20' permanent sewer easement described as beginning at a point in the easterly line of Lot No. 2, said point being N 44° 51' 41" W, 62' more or less from the westerly right-of-way of I-40 as measured along the easterly line of Lot No. 2; thence, N 34° 52' E, 74.6' more or less to an existing man hole in an angle of an existing 27" sanitary sewer.

The above described lot and easement all being a part of the same property conveyed to Robert L. Echols, Trustee by Deed recorded in Book 4786, page 135, Register's Office of Davidson County, Tennessee.

As a part and parcel of this transaction and as a condition of and consideration for the conveyance of the above described premises, the use of same is hereby restricted for a period of thirty (30) years to uses other than for the purpose of storing, selling, or otherwise dispensing of automotive fuels, oils, and other products ordinarily sold at an automotive service station, as per special warranty deed of record in Book 4587, page 248, Register's Office for Davidson County. Grantee hereby agrees to conform to this restriction. Said 30 year restricted use period commenced on February 28, 1972.

This conveyance is subject to an easement agreement for the sole and only purpose of constructing, replacing, repairing, and maintaining a sub-soil sewerage disposal system, as recorded in Book 4587, page 250, Register's Office for Davidson County, Tennessee.