MJ:v

Prepared by:

Marvin Jones, Atty.
1212 Mockingb ird Towers East
1341 West Mockingbird Lane, Dallas, Texas 75247

BOOK 5225 PAGE 304

Address of New Owner:
Ms. Barbara Lee Chertok
151 Laurel Road
Chestnut Hill,
Massachusetts 02167
Mail tax bills:
Same as new owner

STATE OF TENNESSEE :

WARRANTY DEED WITH VENDOR'S LIEN

COUNTY OF DAVIDSON :

To be assigned

For and in consideration of the sum of Ten and No/100 Dollars ($10.00) cash in hand paid by BARBARA LEE CHERTOK, hereinafter referred to as the Grantee, and other good and valuable considerations, receipt of which are hereby acknowledged, we, J. L. WILLIAMS & CO., INC., JAMES P. ATKINSON, and A & W NASHVILLE VENTURE, a Joint Venture comprised of James P. Atkinson and J. L. Williams, hereinafter referred to as the Grantors, have bargained and sold, and by these presents do transfer and convey unto the said Grantee, her heirs and assigns, all of that tract or parcel of land in Davidson County, Tennessee, which is more fully described on Exhibit "A" which is attached hereto and made a part hereof, subject to a mortgage indebtedness to The Prudential Insurance Company of America in the original principal amount of Four Hundred Thousand Dollars ($400,000.00), the payment of which indebtedness is secured by the Vendor's Lien herein retained and is additionally secured by a Deed of Trust dated May 27, 1975 to James E. Eden, Trustee and by a Standing Deed of Trust of even date herewith to Truman S. Wrenne, Trustee;

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, her heirs and assigns, forever. And we do covenant with the said Grantee 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 Grantee, her heirs and assigns against the lawful claims of all persons, whomsoever.

But it is expressly agreed that the Vendor's Lien, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof,

when this Deed shall become absolute. BOOK 5225 PAGE 305

EXECUTED this 18th day of November, 1977.

ATTEST:

Marvin Jones
Marvin Jones, Secretary

J. L. WILLIAMS & CO., INC.

By J. L. Williams
J. L. Williams, Chairman of the Executive Committee

James P. Atkinson
James P. Atkinson

A & W NASHVILLE VENTURE

By J. L. Williams
J. L. Williams, General Partner

By James P. Atkinson
James P. Atkinson, General Partner

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IDENTIF. REFERENCE

Nov 22 11 06 AM '77

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TEXAS :
COUNTY OF DALLAS :

Personally appeared before me, Vicki Fillman, a Notary Public in and for said County and State, the within named JAMES P. ATKINSON, 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 Dallas, Dallas County, Texas, this 18th day of November, 1977.

Vicki Fillman
Notary Public in and for
Dallas County, Texas

My Commission Expires:
12-31-78

STATE OF TEXAS :
COUNTY OF DALLAS :

Before me, Molly Malone, a Notary Public within and for the State and County aforesaid, personally appeared J. L. WILLIAMS and MARVIN JONES, with whom I am personally acquainted and who upon their several oaths acknowledged themselves to be the CHAIRMAN OF THE EXECUTIVE COMMITTEE and SECRETARY respectively of J. L. WILLIAMS & CO., INC., the within named bargainor, a corporation, and that they as such officers, being authorized so to do, executed the foregoing instruments for the purpose therein contained by signing the name of the corporation by the said J. L. WILLIAMS as such Chairman of the Executive Committee and attesting the same by the said MARVIN JONES as such Secretary.

WITNESS my hand and official seal at office at Dallas, Dallas County, Texas on this the 18th day of November, 1977.

Molly Malone
Notary Public in and for
Dallas County, Texas

My Commission Expires:
12-31-78

MJ:v

BOOK 5225 PAGE 306

STATE OF TEXAS :
COUNTY OF DALLAS :

Personally appeared before me, Molly Malone a Notary Public in and for said County and State, the within named J. L. WILLIAMS, 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 Dallas, Dallas County, Texas, this 18th day of November, 1977.

Molly Malone
Notary Public in and for
Dallas County, Texas

My Commission Expires:
12-31-78

EXHIBIT "A"

A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Land in the 3rd Civil District of Nashville, Davidson County, Tennessee and being shown as Lot No. 45, Sect. 37, Metropolitan Industrial Park, a plan of which is of record in Book 4595, Page 119, Register's Office for Davidson County, Tennessee. Said Lot No. 45 is more particularly described as follows:

BEGINNING at a concrete monument in the easterly margin of Acorn Drive at the northwest corner of Metropolitan Industrial Park, Section 8, a plat of which is of record in Book 3842, page 217, said Register's Office; thence, with the easterly margin of Acorn Drive North 8° 12' West 252.98 feet to a concrete monument; thence North 81° 48' East 361.04 feet to a concrete monument; thence South 10° 56' 36.32 feet to a concrete monument; thence South 26° 11' East 227.67 feet to a concrete monument; thence South 81° 48' West 433.06 feet to a concrete monument to the point of beginning and containing 2.28 acres more or less.

BEING the same real property conveyed to Metropolitan Industrial Park, Inc. by deed of Ervin M. Entrekin, Trustee of record in Book 4669, page 898, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to a 50 ft. buffer easement, public utilities and drainage easement, 30 ft. minimum building setback line and conditions of owner's certificate all as is more particularly shown on said plan of record in Book 4595, page 119, said Register's Office. In addition, this conveyance is made subject to Restrictive Covenants of record in Book 4214, page 851, made applicable to this property by instrument of record in Book 4669, page 900, said Register's Office and leases as follows:

1. Lease Agreement between Alside, Inc. as Tenant and James P. Atkinson and J. L. Williams as Landlord, dated August 16, 1974 together with an Amendment to Lease dated December 1974;

2. Lease Agreement between Van Dreser & Hawkins, Inc. as Tenant and A & W Nashville Venture as Landlord, dated August 25, 1975, together with an Addendum to Lease Agreement dated August 25, 1975;

3. Lease Agreement between Hart-Greer, Inc. as Tenant and A & W Nashville Venture as Landlord, dated December 21, 1976.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration for this transfer or value of property (whichever is greater) is $610,000.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

Atty for Barbara [illegible]

Sworn to and subscribed before me
this 22nd day of November, 1977.

[illegible] Notary Public

My commission expires:
April 26, 1978

NOV22'77 CONV 610,000.00
NOV22'77 S'TAX B* 1,536.00
NOV22'77 PR'FEE B* .50
NOV22'77 W'DEED B* 10.00 * 1,596.50