MAIL
RECORDED INSTRUMENT
To: JOHN G. DOAK, Atty.
2525 Lebanon Road
Nashville, Tenn.
37214

E 40506

BOOK 5230 PAGE 637

FORM NO. WD-1

IDENTIF. REFERENCE

DEC 7 12 02 PM '77

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $173,110.49

Marie B. Cummings
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF November, 1977.

Jul G. Doak
Notary Public

MY COMMISSION EXPIRES: 5-31-80

(AFFIX SEAL)

mail

THIS INSTRUMENT WAS PREPARED BY
John G. Doak, Attorney - 2525 Lebanon Road - Nashville, Tennessee 37214
NAME ADDRESS

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
MOORE-HANDLEY, INC. (NAME)	SAME (NAME)	Map 64-15
P O BOX 2607 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par P/O 1
BIRMINGHAM AL 35202 (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, J. R. Freeman, Trustee, with full power to sell, transfer, convey, mortgage or encumber without the joinder of any beneficiary

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Moore-Handley, Inc.

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: A tract of land in the 4th Civil District of Davidson County, Tennessee, lying on the North side of Lebanon Pike and being described by survey of Ragan-Smith & Associates, Inc., dated the 24th day of October, 1977, as follows:

BEGINNING at an iron pin on the northerly side of Lebanon Pike, which pin is 1,371.48 feet West along the northerly margin of Lebanon Pike from the center line of Andrew Jackson Parkway; thence with the northerly margin of Lebanon Pike in a westerly direction along a curve to the left with a radius of 1,597.7 feet a distance of 79.82 feet to an iron pin; thence leaving Lebanon Pike with a left hand curve to the North with a radius of 25 feet a distance of 34.98 feet to an iron pin; thence North 0° 06' 08" East 356.61 feet to an iron pin; thence South 88° 17' 08" West 95 feet to a concrete monument; thence North 0° 06' 08" East 390 feet to a concrete monument; thence North 88° 17' 08" East 275 feet to a concrete monument; thence South 0° 06' 08" West 201.54 feet with the Belz Investment Company's west line to a concrete monument; thence continuing with the Belz westerly line South 0° 15' 09" West 368.01 feet to an iron pin; thence South 88° 17' 08" West 149.03 feet to an iron pin; thence South 0° 06' 08" West 166.12 feet to an iron pin; thence with a left hand curve to the East with a radius of 25 feet a distance of 42.31 feet to the point of beginning and containing 3.34 acres or 145,471 square feet.

BEING a part of the property conveyed to J. R. Freeman, Trustee, with full power to sell, transfer, convey, mortgage or encumber without the joinder of any beneficiary, by deed from Jackson Square Development Co., Inc., of record in Book 4101, page 72, Register's Office for Davidson County, Tennessee, and being part of the property conveyed to Bob Freeman, Trustee, with full power to sell, convey, mortgage, transfer or encumber without the joinder of any beneficiary by deed from Jackson Square Development Co., Inc., as of record in Book 4208, page 730, Register's Office for Davidson County, Tennessee, the said Bob Freeman, Trustee, having since died and been succeeded by J. R. Freeman, Trustee, by virtue of an instrument of record in Book 4709, page 562, Register's Office for Davidson County, Tennessee.

The following permanent easements are hereby imposed upon the premises for the purposes indicated:
Easement No. 1 - A joint use easement serving the premises and adjoining premises for ingress and egress together with sanitary sewers, water lines and drainage easement which begins at an iron pin on the northerly side of Lebanon Pike 1371.48 feet west of the center line of Andrew Jackson Parkway; thence with the northerly margin of Lebanon Pike in a westerly direction along a curve to the left with a radius of 1597.7 feet, 79.82 feet to an iron pin; thence leaving Lebanon Pike with a left hand curve to the north with a radius of 25 feet 34.98 feet to an iron pin; thence N 0° 06' 08" E 356.61 feet to an iron pin; thence S 89° 53' 52" E 30 feet to a point; thence S 0° 06' 08" W 344.68 feet to an iron pin; thence with a curve to the left to the east with a radius of 25 feet 42.31 feet to the point of beginning.

Continued.....

Easement No. 2 - An easement for the joint use of the premises and adjoining premises for ingress and egress together with sanitary sewers, water lines and drainage easement which begins at an iron pin at the southeasterly corner of the premises located on the westerly boundary line of the Belz Investment Company property; thence N 89° 44' 51" W 149 feet to a point; thence N 0° 06' 08" E 25 feet to a point; thence S 89° 44' 51" E 149 feet to an iron pin on Belz westerly line; thence S 0° 15' 09" W 25 feet to the point of beginning.

Easement No. 3 - For the joint use of the premises and adjoining premises for ingress and egress, sanitary sewers, water lines and drainage easement which begins at a point on the Belz Investment Company's westerly line and the easterly line of these premises, which point is N 0° 15' 09" E 150 feet more or less from the southeasterly corner of these premises on the Belz Investment Company's westerly line; thence N 89° 44' 51" W 155 feet to a point; thence N 0° 15' 09" E 30 feet to a point; thence S 89° 44' 51" E 155 feet to a point on the Belz Investment Company's westerly line; thence S 0° 15' 09" W 30 feet to the point of beginning.

Easement No. 4 - A joint use easement for the premises and the adjoining premises for ingress and egress and public utilities and drainage and begins at a point on the westerly line of the Belz Investment Company's property and the easterly line of these premises S 0° 06' 08" W 60 feet from the concrete monument at the northeasterly corner of these premises; thence S 88° 17' 08" W 275 feet to a point on the westerly line of these premises; thence with said westerly line N 0° 06' 08" E 30 feet to a point; thence N 88° 17' 08" E 275 feet to a point on the easterly line of these premises; thence S 0° 06' 08" W 30 feet to the point of beginning.

Easement No. 5 - A joint use easement for the premises and adjoining premises for drainage purposes 10 feet in width along the westerly line from Easement No. 6 to the southerly edge of the northerly part of the premises.

Easement No. 6 - A joint use easement for the premises and the adjoining premises for public utility and drainage purposes 30 feet in width along the northerly line of the premises.

Easement No. 7 - A joint use easement for the premises and the adjoining premises for water lines, 10 feet in width with its easterly side contiguous with the easterly side of the Moore-Handley site and extending from a point that is S 0° 06' 08" W 141.95 feet from Moore-Handley's northeasterly corner to a point that is S 0° 06' 08" W 60 feet from the same corner for a total of 81.95 feet.

This is unimproved property known as Lebanon Rd. & Andrew Jackson Parkway, Hermitage, TN 37076

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 whatsoever. 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 1st day of November, 1977.

J. R. Freeman, Trustee

J. R. FREEMAN, TRUSTEE

DEC-7[illegible] CONV 90,000.00
DEC-7[illegible] CONV 83,110.49
DEC-7[illegible] S'TAX B* 450.06
DEC-7[illegible] [illegible] B* .50
DEC-7[illegible] W'DEED B* 4.00 * 454.56

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named J. R. Freeman, Trustee, with full power to sell, transfer, convey, mortgage or encumber without the joinder of any beneficiary, 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 the 1st day of November, 1977.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 5-31-81

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE