This instrument prepared by:
John W. Kelley, Attorney
L & C Tower, Nashville, TN.

WARRANTY DEED

READ E. FOLK, JR. FORM

MAP-PARCEL NUMBER(S)	NAME AND ADDRESS OF NEW OWNER(S)	SEND TAX BILLS TO
106-16-64	Paul Gold David B. Patterson	Paul Gold 2178 Golf Club Lane Nashville, Tenn. 37215
FIELD BOOK NUMBER(S) 2DA-58965	STREET ADDRESS OF SUBJECT PROPERTY (IF IMPROVED) Philfre Court	LOAN OR ACCOUNT NO. PROPERTY IS [ ] IMPROVED [X] UNIMPROVED

EACH BOOK AND PAGE NUMBER REFERRED TO HEREIN, UNLESS OTHERWISE DESIGNATED, IS IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

For and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged,

DEC22	CONV	$9,825.00		
DEC22	S'TAX		$ 259.48	
DEC22	PR'FEE		$ .50	
DEC22	W'DEED		$ 12.00	* 271.98

JAMES B. LEE, unmarried

hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto PAUL GOLD and wife, SHIRLEY S. GOLD, as to a 2/3 undivided interest; and DAVID B. PATTERSON, JR., as to a 1/3 undivided interest.

hereinafter called the Grantee, his heirs, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Being Lot No. 1 on the Plan of Glenview Commercial Development, as of record in Plat Book 5050, page 108, described as follows:

BEGINNING at a concrete monument located in the southern margin of Philfre Court, said monument also being 188.98 feet from the eastern right-of-way margin of Murfreesboro Road; thence continuing with the right of way margin of Philfre Court in a curve to the right with an interior angle of 29 degrees 08 minutes, a radius of 643.4 feet, and a distance of 327.15 feet to a point; thence north 70 degrees 26 minutes east 191.90 feet to a point; thence with a curve to the right having a radius of 120.0 feet, a distance of 4.1 feet to a point; thence leaving said right of way of Philfre Court, south 25 degrees 37 minutes east 342.54 feet to a point; thence south 66 degrees 35 minutes 57 seconds west 240.0 feet to a point; thence south 60 degrees 00 minutes west 136.0 feet to a point; thence north 49 degrees 25 minutes west 346.0 feet to the point of beginning, containing 3.63 acres, more or less.

Being part of the property conveyed to James B. Lee by deed from David Faircloth and wife, Katherine Juanita Faircloth, as of record in Book 4537 page 881, and by divorce decree No. 71485 of the 4th Circuit Court of said County, as of record in Book 4866, page 778 and Book 4873, page 896, said Register's Office.

The contract of sale dated April 7, 1977 shall survive this deed and is being recorded simultaneously herewith.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, to the Grantee, his heirs, successors and assigns, forever.

And the Grantor covenants with the Grantee that he is lawfully seized and possessed of said land in fee simple, possessing a good right to convey it, and that the said land is unencumbered.

The Grantor further covenants and binds himself, his heirs, successors and representatives to warrant and defend the title to the said land to the Grantee, his heirs, successors and assigns against the lawful claims of all persons.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In witness whereof, the Grantor has hereunto set his hand (if a corporation, has caused its name to be signed hereto by its duly authorized officers) on this, the 20th day of December, 1977.

James B. Lee

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BOOK 5236 PAGE 319

Before me, Douglas A. Brace, a Notary Public in and for the State and County aforesaid, personally appeared the within named James B. Lee, unmarried

the bargainor(s), 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 20th day of December, 19 77.

My commission expires: 4-23-78

Douglas A. Brace
Notary Public

DOUGLAS A. BRACE NOTARY PUBLIC DAVIDSON COUNTY

STATE OF _____

COUNTY OF _____

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared the within named _____

the bargainor(s), 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, the _____ day of _____, 19____.

My commission expires: _____
Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 99,825.00
Amount

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20th DAY OF December, 19 77

MY COMMISSION EXPIRES: 4-23-78 (AFFIX SEAL)

Notary Public

DOUGLAS A. BRACE NOTARY PUBLIC DAVIDSON COUNTY

WARRANTY DEED

FROM

JAMES B. LEE, UNMARRIED

TO

PAUL GOLD AND WIFE, ET AL

E 43091

IDENTIF. REFERENCE

DEC 22 12 57 PM '77

FELIX Z. [illegible] REGISTER
DAVIDSON [illegible]

Please Return to:
ORTALE, KELLEY, HERBERT & CRAWFORD
23rd Floor, Life & Casualty Tower
Nashville, Tennessee 37219

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____ and _____, with whom I am personally acquainted, and who upon oath acknowledged _____ to be the _____ and _____, respectively, of _____, a corporation, the bargainor, and that _____, as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the said corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____.

Witness my hand and official seal at _____, Tennessee, this, the _____ day of _____ ____, 19____.

My commission expires: _____
Notary Public

ATTORNEYS TITLE COMPANY

NASHVILLE, TENN.

BOOK 5236 PAGE 320

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT OF SALE made this 1st day of April, 19 77

by and between James B. Lee, hereinafter called the Seller,

and Paul Gold, et al hereinafter called the Buyer;

WITNESSETH: That the seller in consideration of the sum of $1,000.00

DOLLARS as earnest money and in part payment of the purchase price has this day sold and does hereby agree to convey by a good and valid warranty deed to said buyer, or to such person as he may in writing direct, the following described real estate in Davidson County, Tennessee, to-wit: Approximately 3.18± acres on the southerly side of Philfre Court and being approximately that same property as outlined on the attached plan, and designated "Initial Purchase Acreage", which is hereto attached and made a part of this agreement. Final acreage and price determinations to be based on a survey to be done by the buyer's engineer, subject to seller's approval and the requirements of the appropriate authorities of the Metropolitan Government. Complete legal description to be contained in the deed.

CONSIDERATION: Buyer agrees to purchase said real estate and to pay therefor the sum of $27,500 per acre DOLLARS, upon the following terms: $ all cash, balance at closing.

~~The buyer will have the right to remove from that area designated "First Refusal Acreage" adequate dirt to bring any elevations, except the creek bed, on the "Initial Purchase Acreage" tract, that are below elevation 438 ft. above sea level to elevation 438 ft.~~ 439 ft 0" 439 ft 0"

This agreement is also subject to the attached list of contingencies and additional terms which is hereto attached and made a part hereof.

~~deferred payments to be evidenced by notes secured by a vendor's lien retained in said deed and to bear interest at the rate of 8% per annum.~~ Buyer agrees to join in said deed and convey said land to Paul Gold, et al Trustee, with power of sale on default for the purpose of more effectually securing the payment of said notes.

Title. As of the date of the deed, Seller agrees to give Buyer a title policy in the usual form, issued by Attorneys Title Company, subject only to the usual printed exceptions and those agreed upon herein.

TAXES: For the current year to be prorated Back Taxes paid by seller

Conveyance to be subject to building and zoning restrictions for use as an office and mini-warehouse

Existing leases none

Possession to be given date of deed

Fire and tornado insurance none

COMMISSIONS: Agent shall receive a commission of $ 6% of total selling price

to be paid by seller to Medlin Realty Co. and Steve R. Wherry

Should the buyer default in the performance of this contract on his part at the time and in the manner specified then at seller's option the earnest money shall be forfeited as liquidated damages. But such forfeiture shall not prevent suit for the specific performance of this contract.

The words "seller" and "buyer" when used in this contract shall be construed as plural whenever the number of parties to this contract so requires.

Time is the essence of this contract and all of the conditions thereof.

IN WITNESS WHEREOF the said parties have hereunto subscribed their names on this day and year first above written.

Property to be deeded to:

James B. Lee

Paul Gold
Second Party

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

Buyer proposes to pay $27,500.00 for all ~~each~~ acreage as per the plan (approximately 3.18± acres). Buyer agrees to purchase the remaining acreage, approximately 2.5± acres, within 36 months from date of closing of first tract at $27,500 per acre. Should a higher bid by other parties be made during the thirty six months, buyer (Paul Gold, et al) is obligated to meet the bid and close within due course or loose the right to purchase this property.

Should there be no bid from any other party during the 36 months and should the buyer, at the end of the 36 months, decide not to purchase the remaining acreage, buyer is obligated to pay seller an additional $5,000.00 per acre for that acreage included in initial purchase.

Should buyer not purchase the acreage designated "First Refusal Acreage" for whatever reason, buyer is obligated to pay an additional $5,000.00 per acre for the "Initial Purchase Acreage".

It is understood by the parties that buyer will purchase that acreage designated "Contingent Purchase Acreage" as soon as the seller obtains a median cut in the median in Murfreesboro Road opposite Philfre Court and that seller is obligated to sell same to buyer at the same price, terms and conditions as the price, terms and conditions pertinent to the acreage designated "Initial Purchase Acreage" as soon as said median cut is completed.

Buyer is to receive, at no cost, permanent signing privileges to be located in the easement between parcels 51 and 52, map 106-16, Real Estate Atlas of Davidsnn County, Tennessee. Said sign to be located at the closest proximity to Murfreesboro Road of any other sign which may be installed in or on said easement. Sign face not to exceed ten feet in height by fifteen feet in length. No other signs will be allowed in said easement on the opposite side of said easement, that would interfere with the visibility of buyer's sign.

This contract is subject to the buyer obtaining suitable financing for the construction of a mini warehouse complex and office as well as all necessary permits and approvals, for construction, from the appropriate authorities of the Metropolitan Government of Nashville, Davidson County, Tennessee, within ~~60 days of this date~~ reasonable time.

This cnntract is subject to relocation of a permanent easement through the property to the buyer's satisfaction.

Whatever sewer taps are appropriate and available to the purchased property, that are the property of the seller, will be conveyed to the buyer at no cost to the buyer.

This offer to purchase must be accepted within six (6) days of date hereof or the offer will become null and void.

Seller reserves the right to grade "First Refusal Acreage" to elevation 439 feet above sea level at any time up to 60 days after buyer notifies seller that he is exercising his option to purchase said "First Refusal Acreage". In the event buyer meets another offer to purchase said "First Refusal Acreage", seller will also have up to 60 days to perform said grading. In either instance delays caused by weather shall extend seller's grading time period by the length of time that is lost to weather delays.

The buyer will have the right to remove from that area designated "First Refusal Acreage" adequate dirt to fill the building pads to elevation 439 feet above sea level in the tract designated "Initial Purchase Acreage".

IRS:ags 10-5-77

BOOK 5236 PAGE 322

AMENDMENT TO CONTRACT

THIS AMENDMENT TO CONTRACT by and between JAMES B. LEE, as SELLER, and PAUL GOLD, as BUYER, dated the 7th day of April, 1977, for the purchase of certain property located on Philfrey Court in Nashville, Davidson County, Tennessee, and

WHEREAS, the parties desire to amend said contract to show occurrences since the date of said contract.

THEREFORE, IN CONSIDERATION OF THE PREMISES, and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. That the earnest money deposit as set forth in said contract be increased from One Thousand and No/100 ($1,000.00) Dollars to Fifteen Thousand and No/100 ($15,000.00) Dollars, which shall be deposited with Attorneys Title Company, Inc. of Nashville, Tennessee, to be deposited by them in an interest bearing account and to be refunded to the Buyer in the event the agreement is not consummated and to be used as a part of the consideration upon consummation of the contract.

2. It is understood and agreed that the acreage to be conveyed upon consummation of the agreement is increased from 3.18 acres to 3.63 acres as shown on plat of record in the Register's Office for Davidson County, Tennessee, in Book 5050, page 108, being designated as Lot No. 1 on said plan designated as Glenview Commercial Development. It is also understood and agreed that the "first refusal acreage" as set forth in said contract be decreased from 2.5 acres to 1.93 acres as shown on said plan as Lot No. 2 of Glenview Commercial Development of record in Book 5050, page 108, Register's Office for Davidson County, Tennessee.

3. The Seller, James B. Lee, agrees to award the contract and complete the construction of a right-of-way from the end of Philfrey Court to the property of G. Miller Watkins immediately upon execution of this contract and to complete the same as soon as possible but no longer than sixty (60) days from September 28, 1977, subject to weather conditions or delay is not caused by any of the parties hereto.

4. The Seller agrees to furnish title policy on the tract to be conveyed with a removal of the access easement now existing over said property.

5. The parties hereto agree to close said agreement as soon as possible upon the furnishing of the title as hereinabove set forth and the removal of all conditions necessary to obtain a clear title to said property.

6. All other provisions of said contract dated April 7, 1977 shall remain in full force and effect.

Executed at Nashville, Tennessee, this 5th day of October, 1977.

JAMES B. LEE

SELLER

PAUL GOLD

BUYER