BOOK 5292 PAGE 524 E 6 8 4 1 9.

STATE OF TENNESSEE/COUNTY OF DAVIDSON
The actual value or consideration for this transfer, whichever is greater, is $1,180,000.00.

Frank E. Reese
Affiant

IDENTIF. REFERENCE

JUN 1 9 48 AM '78

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

Sworn to and subscribed before me this 31st day of May, 1978.

Marian McCallum
Notary Public

My Commission Expires: 6/7/80

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

This instrument prepared by:
DEARBORN & EWING, ATTORNEYS
Suite 1200, One Commerce Place
Nashville, Tennessee 37219

WARRANTY DEED

Address New Owner as follows:
The Forrest Park Group
608 Gallatin Road, North
Madison, Tennessee 37115

Send Tax Bills to: Same

Map-Parcel No.
52-1

FOR AND 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, I, J. Brent Hurd, Trustee with full power to sell, mortgage or convey without joinder of any beneficiaries, hereinafter called the GRANTORS, have bargained and sold, and by these presents do transfer and convey unto The Forrest Park Group, a Tennessee limited partnership, 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:

LAND in the 11th Civil District of Davidson County, Tennessee, being described according to a survey dated April 3rd, 1972, by Don Shanklin Engineers, as follows:

BEGINNING at an iron pin in the west margin of Forrest Park Road, the same being 790 feet northerly from the north margin of Neely's Bend Road; thence with said west margin North 4° East 122.22 feet to an iron pin on said west margin; thence North 87° 48' West 365 feet to an iron pin near a utility pole; thence North 4° East 330.64 feet to an iron pin at C. D. Sittloh's northwest corner; thence North 87° 47' West 344.37 feet to an iron pin beside a fence post; thence with a fence South 3° 46' West 671.91 feet to an iron pin at a fence corner; thence with a fence South 88° 13' East 533 feet to an iron pin; thence North 1° 48' West 81.40 feet to an iron pin; thence South 87° 43' East 6 feet to an iron pin; thence North 4° East 134.10 feet to an iron pin; thence South 87° 43' East 176 feet to the point of beginning and containing 7.23 acres.

This conveyance is, however, subject to certain Prior Liens, which Prior Liens are not assumed by Grantee; the Prior Liens include the following:

(1) Deed of Trust dated April 24, 1972, recorded in Book 4596, page 787, said Register's Office, to secure the payment of a note to Commerce Union Bank by Robert L. Freeman, Trustee, in the original principal sum of $500,000.00.

(2) Vendor's lien retained in a wrap-around Installment Deed dated April 5, 1972, recorded in Book 4590, page 791, Register's Office for Davidson County from Robert L. Freeman, Trustee to Don L. Smith, Trustee, to secure the payment to Carson C. Driver, Jr. and wife, Doris B. Driver of four (4) notes as follows: One note of even date therewith in the principal amount of $328,023.84 payable in monthly installments of Three Thousand Nine Hundred Eighty-Eight and 80/100 Dollars ($3,988.80) each, including interest at the rate of five and three-fourths percent (5-3/4%) per annum with the first installment due April 1, 1972, and the installments thereafter due on the first day of each calendar month until and including January 1, 1981; a second note of even date therewith in the principal amount of $223,295.88 payable in monthly installments of Two Thousand Sixty-Two and 50/100 Dollars ($2,062.50) each, including interest at the rate of six percent (6%) per annum with the first installment due April 1, 1972, and the installments thereafter due on the first day of each calendar month until and including May 1, 1985; a third note of even date therewith in the principal amount of $220,644.25 payable in monthly installments of One Thousand Seven Hundred Twelve and 20/100 Dollars ($1,712.20), including interest at the rate of seven percent (7%) per annum, with the first installment due April 1, 1972 and the remaining installments due on the first day of each calendar month thereafter until and including March 1, 1992; and a fourth note dated April 1, 1972 in the principal amount of One Hundred Twenty-Four Thousand Eight Hundred and no/100 Dollars ($124,800.00) payable in monthly installments of Nine Hundred Sixty-Eight and 45/100 Dollars ($968.45) including interest at the rate of seven percent (7%) per annum, with the last payment being due on March 1, 1992.

(3) Deed of Trust dated November 9, 1966, recorded in Book 4075, page 728, said Register's Office, to secure the payment of a note to John Hancock Mutual Life Insurance Company by Carson C. Driver, Jr. and wife, Doris B. Driver in the original principal sum of $275,000.00, whose payment Robert L. Freeman, Trustee, did not assume in the aforementioned Installment Deed.

(4) Deed of Trust dated December 20, 1965, recorded in Book 3970, page 391, said Register's Office, to secure the payment of a note to John Hancock Mutual Life Insurance Company by Carson C. Driver, Jr. and wife Doris B. Driver in the original principal sum of $480,000.00, whose payment Robert L. Freeman, Trustee, did not assume in the aforementioned Installment Deed.

(5) Assignments of Rents to John Hancock Mutual Life Insurance Company by Carson C. Driver, Jr. of record in Book 3970, page 419 and in Book 4075, page 737 said Register's Office.

This conveyance is also subject to those easements for sanitary sewer and storm drainage of record in Book 4178, page 544, said Register's Office, and to all public utility and drainage easements appearing of record in said Register's Office.

BEING the same property conveyed to Robert L. Freeman, Trustee, with full power to sell, mortgage, or convey without the joinder of any beneficiary by Installment Deed from Carson C. Driver, Jr., et ux, of record in Book 4590, page 791, in the Register's Office for Davidson County, Tennessee, the said Robert L. Freeman having since died and the said J. Brent Hurd having been named as successor trustee by that Designation of Substitute Trustee of record in Book 5154, page 715, said Register's Office, which Designation was adopted and approved by that Ratification of Designation of Substitute Trustee of record in Book 5291, page 194, said Register's Office.

This is improved property, known as the Forrest Park Apartments on Forrest Park Road in Madison, Tennessee.

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 hand this 31st day of May, 1978.

J. Brent Hurd, Trustee
J. Brent Hurd, Trustee

STATE OF TENNESSEE)

COUNTY OF)

Personally appeared before me, Marian McCallum, a Notary Public in and for said County and State, the within named J. BRENT HURD, 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 seal, at office in Nashville, Tennessee, this the 31st day of May, 1978.

Marian McCallum
NOTARY PUBLIC

My Commission Expires: 6/7/80

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

JUN-1 '78	CONV	*	.00	1,180,000.00	
JUN-1 '78	S'TAX			B* 3,068.00	
JUN-1 '78	PR'FEE			B* .50	
JUN-1 '78	W'DEED			B* 6.00	* 3,074.50