Tax Bills: New Owner
Warren Paint & Color Co.
700 Wedgewood
Nashville TN

THIS INSTRUMENT PREPARED BY
MELBURN E. LAUNDRY
ATTORNEY AT LAW
101 South Wacker Drive
Chicago, Illinois 60606

Map 105-10; Parcels 131, 132, 133, 260, 262 & 264

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS, cash in hand paid, and other good and valuable consideration the receipt of which is hereby acknowledged, UNITED STATES GYPSUM COMPANY, a Delaware Corporation, has this day bargained and sold and by these presents does hereby transfer and convey unto WARREN PAINT & COLOR COMPANY, its successors and assigns, forever, certain real estate located in Davidson County, Tennesee, more particularly described as follows, to-wit:

Three tracts or parcels of land in Davidson County, Tennessee, as follows:

TRACT NO. 1: Being parts of Lots Nos. 1, 2 and 3 on the Map of Bransford Realty Company's Subdivision of the southerly part of Lot No. 10 in the Horton Land, as of record in Book 421, page 68, Register's Office for said County, described according to a survey made by William Collier Parrish, Engineers, April 10, 1965, as follows:
Beginning at the southeast corner of Wedgewood Avenue and Lindell Avenue; thence with the southerly margin of Wedgewood Avenue, south 89 degrees 30 minutes east 110 feet to the northwest corner of the property conveyed to the Nashville Railway and Light Company by deed recorded in Book 581, page 466, said Register's Office; thence along the westerly line of said property, south 15 degrees 45 minutes east 65 feet to a point in the common line of Lots Nos. 1 and 2; thence south 00 degrees 30 minutes west parallel with the easterly margin of Lindell Avenue 40.42 feet to the southwest corner of the property conveyed to the Tennessee Electric Power Company, by deed of record in Book 1011, page 569, said Register's Office; thence south 89 degrees 30 minutes east 71.8 feet to the westerly margin of an alley, being 10 feet northwestwardly from the southerly line of Lot No. 2; thence with said alley, south 15 degrees 43 minutes east 23 feet to a point; thence north 89 degrees 39 minutes west, parallel with the southerly line of Lot No. 2, 206.48 feet to the easterly margin of Lindell Avenue; thence with said Avenue, north 00 degrees 36 minutes east 125.40 feet to the beginning.
The above described property is part of the property conveyed to United States Gypsum Company by deed from Warren Paint & Color Co., of record in Book 3930, page 305, Register's Office for said County.

TRACT NO. 2: Being part of Lot No. 20 and all of Lots Nos. 21 and 22 on the Map of Waverly Land Company's Plan of Lots, as of record in Book 57, page 94, Register's Office for said County, and the northerly part of Lot No.10 on the Plan of the Horton Property, as of record in Plan Book 1, page 44, Chancery Court at Nashville, described together partly according to a survey made by William Collier Parrish, Engineers, April 10, 1965, as follows:
Beginning on the northerly margin of Wedgewood Avenue at the east right-of-way line of Interstate Highway I-65; thence northerly, N. 15 degrees 07 minutes W. 243.7 feet along said right-of-way line to an alley; thence with said alley, south 89 degrees 30 minutes east 401.7 feet to the westerly right-of-way line of the L. & N. Railroad; thence with said right-of-way, south 15 degrees 45 minutes east 234.55 feet to the northerly margin of Wedgewood Avenue; thence with said Avenue, north 89 degrees 30 minutes west 374.18 feet to the beginning.
The above described property is part of the property conveyed to United States Gypsum Company by deed from Warren Paint & Color Co., of record in Book 3930, page 305, Register's Office for said County. and is subject to an agreement between the Louisville and Nashville Railroad Company and the Robinson McGill Carriage Company of record in Book 360, page 511, Register's Office for said County.

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

TRACT NO. 3: Being parts of Lots Nos. 3 and 4 on the Plan of the Bransford Realty Company's Subdivision of the southerly part of Lot No. 10, Horton Plan, of record in Book 421, page 68, Register's Office for said County, described as follows:
Beginning at an iron pin in the east margin of Lindell Avenue, said iron pin being located 125 feet southerly from the southeast intersection of Lindell Avenue and Wedgewood Avenue; thence leaving said Lindell Avenue, south 82 degrees 23 minutes east 191.4 feet to an iron pin in the east margin of Alley 672; thence with the margin of said alley, south 11 degrees 23 minutes east 52.9 feet to an iron pin; thence leaving said alley, north 82 degrees 23 minutes west 208.7 feet to an iron pin in the easterly margin of Lindell Avenue; thence with the margin of said Avenue, north 7 degrees 40 minutes east 50.0 feet to a point of beginning.
The above described property was conveyed to United States Gypsum Company by deed from Metropolitan Development and Housing Agency, of record in Book 4873, page 235, Register's Office of Davidson's County, and is subject to restrictive covenants of record in Book 4220, page 723, and Book 4873, page 235, Register's Office for said County.

SUBJECT HOWEVER, to access control only conveyed to the Nashville Housing Authority by deed from United States Gypsum Company, of record in Book 4439, page 717, Register's Office for Davidson County, Tennessee, described as follows:

Beginning at the intersection of the north dedicated right of way line of Wedgewood Avenue and the east proposed right of way line of Interstate Highway Route I-65, said intersection being 520 feet easterly from the northeast corner of Wedgewood Avenue and Ridley Boulevard, said corner being an intersection of dedicated right of way lines, proceeding thence easterly, S. 82 degrees 16 minutes E. 137.4 feet along said north dedicated right of way line to a point.

TO HAVE AND TO HOLD the said real estate, together with the appurtenances, estate, title and interest thereto belonging, unto the said WARREN PAINT & COLOR COMPANY, its successors and assigns, forever.

Grantor covenants with the said Grantee that it is lawfully seized and possessed of said real estate, has a good right to convey the same and that it is unencumbered, except for the lien of the 1978 property taxes, which taxes shall be prorated between the parties at the time of closing.

Grantor further covenants and binds itself, its successors and assigns, to forever warrant the title to said real estate to the said Grantee, his heirs and assigns, against the lawful claims of all persons claiming the same by, through or under it, but not further or otherwise.

Grantor further assigns to Grantee all general and specific warranties of title and indemnity which may have been and are of record in the chain of title of the said real estate and more specifically Grantor assigns to Grantee all general warranties contained in the Deed of the property to UNITED STATES GYPSUM COMPANY from WARREN PAINT & COLOR CO. of record in Book 3939, page 305, Register's office of Davidson County, Tennessee.

Possession of the property is to be given with delivery of this instrument.

IN WITNESS WHEREOF, this instrument has been executed effective on this the 1st day of June, 1978, the corporate party having caused its name to be signed hereto by its duly authorized officers on said day and date.

SEAL

UNITED STATES GYPSUM COMPANY

BY Edward W. Duffy
President

ATTEST:

BY P. J. Freeda
ASSISTANT Secretary

IDENTIF. REFERENCE
JUN 7 4 11 PM '78
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

E.6.9.7.8.1.

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Edward W. Duffy and P. J. Freeda with whom I am personally acquainted and who severally acknowledged before me that they are respectively President and Asst. Secretary of UNITED STATES GYPSUM COMPANY, the Grantor herein, and that as such officers being authorized so to do, they executed the foregoing WARRANTY DEED on behalf of said company by signing their names thereto as said President and Asst. Secretary respectively of the said company.

WITNESS my hand and seal at office in Chicago, Illinois on this 2d day of June, 1978.

M. Theresa Laundy
Notary Public

My Comm. expires: 10/12/1980

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $210,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

James T. Douglas
Affiant

Subscribed and sworn to before me this 2nd day of June, 1978.

Notary Public

My comm. expires: July 13, 1980

JUN-7 78	CONV	90,000.00		
JUN-7 78	CONV	90,000.00		
JUN-7 78	CONV	30,000.00		
JUN-7 78	S'TAX		B* 546.00	
JUN-7 78	PR'FEE		B* .50	
JUN-7 78	W'DEED		B* 6.00	* 552.50