"THIS INSTRUMENT PREPARED BY JAMES I. YANCE BERR

WARRANTY DEED

ATTORNEY, 21st - FLOOR FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238"

* ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Kermit C. Stengel, Jr., Trustee	Same	161-167
(NAME:)	(NAME:)	6DU 59984
15th Floor, Third National Bank Bldg.		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37219	BOOK 5308 PAGE 27	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

For and in Consideration of the sum of conveyance to the Grantor of certain property belonging to the Grantee, consisting of the southerly DOLLARS 95 feet of Lot No. 79 on the plan of Kenner-Manor Land Company's Second Subdivision of the Kenner Tract, of record in Book 421, page 100, Register's Office for Davidson County, Tennessee, which conveyance has been made concurrently herewith, I, L. Thomas Hart, Jr., Trustee,

.....*have bargained and sold, and by these presents do transfer and convey unto the said* Kermit C. Stengel, Jr., Trustee, with full power to mortgage, sell, any beneficiary, his successors in trust transfer and convey without joinder of/ ~~heirs~~ and assigns, *a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:*

LAND in Davidson County, Tennessee, being Lots 15 and 16 on the Plan of Hickory Plaza, Section Two of record in Book 5200, Page 68, Register's Office for said County and being more particularly described as follows:

Lot 15:

Commencing in the West margin of Nolensville Road at a point 50 feet North of a highway monument at the intersection of Old Hickory Boulevard and said road; thence running North 05°01' West a distance of 803.30 feet to a point; thence running with a curve having a central angle of 00°20'40" and a radius of 6,499.22 feet, 39.08 feet to a point; thence running South 84°38'20" West a distance of 158.00 feet to a point; thence running North 05°01' West a distance of 209.45 feet to a point; thence running North 84° 32'56" West a distance of 429.76 feet to the point of BEGINNING; thence running South 03°04' West a distance of 261.01 feet to a point; thence running South 84°59' West a distance of 148.30 feet to a point; thence running North 08°49'35" East a distance of 264.66 feet to a point; thence running with a curve having a central angle of 86°37'29" and a radius of 25.00 feet, 37.80 feet to a point; thence running South 84°32'56" East a distance of 94.43 feet to the point of BEGINNING, containing 0.83 acres, more or less.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 175,000.00

Affiant

Subscribed and sworn to before me, this the 6th day of July, 1978

Sue F. Humphrey
Notary Public

My commission expires: 4/18/82
(Affix Seal)

NOTARY PUBLIC
LARGE
STATE OF TENNESSEE

Lot 16:

Commencing in the West margin of Nolensville Road at a point 50 feet north of a highway monument at the intersection of Old Hickory Boulevard and said road, thence running North 05°01' West a distance of 803.30 feet to a point; thence running with a curve having a central angle of 00°20'40" and a radius of 6,499.22 feet, 39.08 feet to a point; thence running South 84°38'20" West a distance of 158.00 feet to a point; thence running North 05°01' West a distance of 209.45 feet to a point; thence running North 84°32'56" West a distance of 327.76 feet to the point of beginning; thence continuing North 84°32'56" West a distance of 102.00 feet to a point; thence running South 03° 04' West a distance of 261.01 feet to a point; thence running North 84°59' East a distance of 127.81 feet to a point; thence running North 12°04'51" East a distance of 31.27 feet to a point; thence running North 05°01' West a distance of 210.00 feet to the point of beginning, containing 0.68 acres, more or less.

Being the same property conveyed to the Grantor by deed from Cousins Properties of Tennessee, Inc., of record in Book 5308 page 21, said Register's Office.

In that certain deed from Cousins Properties of Tennessee, Inc. to Fletcher Bright Company, Trustee, dated June 24, 1974, of record in Book 4827, page 892, the Grantor reserved to itself, its successors and assigns, a certain perpetual non-exclusive easement for various purposes including the passage of pedestrian and vehicular traffic, ingress and egress, parking of automobiles and the free and unrestricted access between the lands conveyed in said deed and the lands retained by the Grantor therein. Accordingly, the Grantor does hereby sell, assign, transfer and set over unto the Grantee, all rights reserved in said deed, as described therein, including said perpetual non-exclusive easement, to the extent that such rights may benefit the property conveyed hereby, it being understood that such rights are not exclusive and may be exercised by the Grantee, his successors and assigns in common with all others for whom such rights were reserved

This conveyance of said property is made expressly subject to the following:

1. State and Metropolitan taxes for the year 1978 which have been prorated between the parties.

2. Restrictions contained in Lease Agreements between Cousins Properties of Tennessee, Inc. and The Kroger Co. of record in Book 4747, page 624, said Register's Office, as amended by instrument of record in Book 4818, page 748, said Register's Office, and between Cousins Properties of Tennessee, Inc. and SuperX Drugs of Texas, Inc., of record in Book 4747, page 628, said Register's Office.

3. Conditions of the owner's certificate, utility easements and other matters appearing upon the recorded plan of Hickory Plaza, Section Two, aforesaid.

4. Easement for ingress and egress as granted in that certain deed between Cousins Properties of Tennessee, Inc. and Fletcher Bright Company, Trustee, of record in Book 4827, page 892, said Register's Office.

5. Cross-easement of record in Book 4818, page 745, said Register's Office.

6. The lien of that certain deed of trust from the Grantor to James I. Vance Berry, Trustee, securing a note in favor of Cousins Properties of Tennessee, Inc. in the sum of Forty Thousand ($40,000.00) Dollars, the payment of which is expressly assumed by the Grantee.

This is { unimproved ( ) / improved (X) } property, known as ..... (House Number) ..... (Street) ..... P. O. Address: ..... (City or Town)

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, his successors in trust ..... *heirs and assigns, forever.*

And Grantor*es* *do covenant with the said* Grantee, ... *that* he is ..... *lawfully seized and possessed of said land in fee simple;* has *a good right to convey it, and the same is unencumbered,* except as set forth hereinabove.

And Grantor*es* *do further covenant and bind* himself, his successors in trust and assigns ~~heirs executors and administrators~~, *to warrant and forever defend the title to the said land to the said* Grantee, his successors in trust ~~heirs~~ *and assigns against the lawful claims of all persons whomsoever.*

Witness my *hand this* 6th *day of* July, *19* 78, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

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IDENTIF. REFERENCE T

Jul 6 3 09 PM '78

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

L. Thomas Hart Jr. Trustee

L. Thomas Hart, Jr., Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Sue F. Humphreys, *a Notary Public in and for said County and State, the within named* L. Thomas Hart, Jr., 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 official seal at Nashville, *Tennessee, this* 6th *day of* July, *19* 78.

Sue F. Humphreys, *Notary Public.*

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission Expires 4/18/82

JUL-6-78	CONV	90,000.00			
JUL-6-78	CONV	25,000.00			
JUL-6-78	S'TAX		B*	299.00	
JUL-6-78	PR'FEE		B*	.50	
JUL-6-78	W'DEED		B*	6.00	* 305.50