Buyer + Tax Bills
Seattle 1st Natl Bank
1001 4th Ave - Box 3586
Seattle, Wa. 98124

MAP 148
Par - 183 1a

LIMITED OR SPECIAL WARRANTY DEED

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BOOK 5308 PAGE 654

THIS INDENTURE made this 6th day of July, 1978, between ROBERT J. WARNER, JR., an individual and resident of Davidson County, Tennessee, as Trustee, with full power to sell, convey, mortgage and encumber without joinder of any beneficiary, (herein called "Grantor"), and SEATTLE-FIRST NATIONAL BANK, a national banking association having an office and place of business at 1001 Fourth Avenue, Seattle, Washington 98124 (herein, together with its successors and assigns, called "Grantee").

WITNESSETH THAT: For and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto Grantee, its successors and assigns, all those tract or tracts and parcel or parcels of land described on Exhibit A, attached hereto and by this reference made a part hereof. This conveyance and the limited warranty of title contained herein are made expressly subject to those matters set forth on Exhibit B, attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular any improvements and fixtures thereon and the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of Grantee, its successors and assigns, forever, IN FEE SIMPLE.

And Grantor, for itself, its successors and assigns, will warrant and forever defend the right and title to the above described property unto Grantee, its successors and assigns, against the lawful claims of all persons claiming by, under or through Grantor but not otherwise.

This instrument prepared by:

Sanford H. Zatcoff, Esq.
Alston, Miller & Gaines
1200 C&S National Bank Bldg.
35 Broad Street NW
Atlanta, Georgia 30303

After recording please return to:

Sanford H. Zatcoff, Esq.
Alston, Miller & Gaines
1200 C&S National Bank Bldg.
35 Broad Street NW
Atlanta, Georgia 30303

Disclaimer of Warranties. Notwithstanding any other provision hereof to the contrary, except for the limited warranty of title contained herein, Grantor has not made and does not make any express or implied warranty or representation of any kind whatsoever with respect to the premises hereby conveyed, including, but not limited to: the merchantability, marketability or value of the premises or its fitness for any particular purpose; the design or condition of the premises; the quality of the premises; compliance of the premises with the requirements of any law, rule, order, regulation, statute, code, decree, act, judgment, ordinance, specification, permit, license, authorization, direction, requirement, insurance policy or contract pertaining thereto; or latent defects. As an express inducement to Grantor hereunder and by its acceptance hereof, Grantee represents and warrants to Grantor that Grantee has made, or has accepted responsibility for making, a full and complete examination of the premises and its present uses and, except for the limited warranty of title contained herein, accepts and has accepted the same on an "as is -where is" basis, without any warranty, guaranty or representation by Grantor, express or implied, in fact or in law, of the nature and condition of the premises, including, but not limited to: (i) the soil and geology and suitability thereof for any and all activities and uses which Grantee, its successors, assigns and successors in title may elect to conduct thereon at any time and from time to time; (ii) the manner of construction and the condition and state of repair or lack of repair of any and all improvements and fixtures thereon; and (iii) the nature and extent of the rights of others with respect thereto, whether by way of easement, right of way, lease, possession, lien, claim of lien, encumbrance, license, reservation, condition or otherwise.

This deed is an ABSOLUTE CONVEYANCE, Grantor having sold the premises herein described for a fair and adequate consideration. Grantor declares that this conveyance is freely and fairly made.

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this deed the date and year first above written.

Signed, sealed and delivered in the presence of:

Catherine Schaffranek
Witness

Witness

GRANTOR:

Robert J. Warner, Jr., Trustee (SEAL)
Robert J. Warner, Jr., Trustee, with full power to sell, convey, mortgage, and encumber without joinder of any beneficiary

BOOK 5308 PAGE 656

STATE OF Tennessee

COUNTY OF Davidson

Before me, Judy M. McClure, a Notary Public within and for the State and County aforesaid duly commissioned and qualified, personally appeared Robert J. Warner, Jr., Trustee, with full power to sell, convey, mortgage, and encumber without joinder of any beneficiary, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed same for the purposes therein contained. WITNESS my hand and official seal this 6th day of July, 1978.

Judy M. McClure
Notary Public

(AFFIX SEAL)

My Commission Expires:

10/12/81

E 75533

JUL 7 3 30 PM 1978

FELIX Z. WHITE, REGISTER
DAVIDSON COUNTY

IDENTIFICATION REFERENCE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this conveyance is $1,463,684.00.

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

Affiant

Judy M. McClure
Notary Public

(AFFIX SEAL)

My Commission Expires:

10/12/81

EXHIBIT "A"

Land in Davidson County, Tennessee, being shown as Phase I (Century Center, Linbar Drive, Nashville, Tennessee) on the survey of Hart-Freeland-Roberts, Inc., dated May 16, 1973, as follows:

Beginning at a point in the westerly margin of Interstate 24, said point being 844.00 feet from the southerly margin of Harding Place as measured along the westerly margin of said Interstate 24; thence S 30° 14' E a distance of 224.21 feet to a point; thence S 23° 07' W a distance of 270.96 feet to a point, said point being in the easterly margin of Linbar Drive; thence along a curve to the left radius 448.82 feet a distance of 407.47 feet to a point; said point being the end of said curve; thence S 61° 06' W a distance of 6.0 feet to a point; thence N 30°14' W a distance of 228.0 feet to a point; thence N 59° 46' East a distance of 345.0 feet to a point; thence S 30° 14' E a distance of 23.00 feet to a point; thence N 59° 46' E a distance of 227.96 feet to the point of beginning.

Being the same property conveyed to Robert J. Warner, Jr., Trustee by deed from Deffett Rentals, Inc., an Ohio Corporation of record in Book 4904, Page 327, Register's Office for said county.

JUL-7[illegible]8	CONV	*	$1,463,684.00	
JUL-7[illegible]8	S'TAX		B*3,805.62	
JUL-7[illegible]8	PR'FEE		B* .50	
JUL-7[illegible]8	W'DEED		B* 10.00	* 3,816.12

EXHIBIT "B"

1. Taxes for 1978, a lien but not yet due and payable.

2. Rights and claims of parties in possession.

3. Easements, or claims of easements, not shown by the public records.

4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the property herein conveyed.

5. Survey by Hart-Freeland-Roberts, Inc., dated May 16, 1973, shows a 20-foot sewer easement running north and south across the center portion of the property herein conveyed, and a 30-foot set back line from Linbar Drive, and a culvert extending onto the southerly portion of the property herein conveyed approximately 5 feet east of the easterly margin of the above mentioned sewer easement.

6. The property herein conveyed adjoins a controlled access highway and there is no right of ingress or egress thereto.

7. Notice of Materialman's Lien filed by Tennessee Valley Electric Supply Company and recorded in Book 5000, Page 695, and rerecorded in Book 5001, Page 620, Register's Office for Davidson County, Tennessee, and Complaint filed in connection therewith by Tennessee Valley Electric Supply Company, in the Chancery Court for Davidson County, Tennessee, being Case No. A-7401, and being styled "TENNESSEE VALLEY ELECTRIC SUPPLY COMPANY, a Tennessee corporation, Plaintiff vs. HALL ELECTRIC COMPANY, a Tennessee corporation; DEFFET COMPANIES OF TENNESSEE, a Tennessee corporation; MANDEL L. CYPRESS CO., a partnership; DEFFET RENTALS, INC., an Ohio corporation; ROBERT J. WARNER, JR., TRUSTEE; CITIZENS & SOUTHERN REALTY INVESTORS, a Maryland Real Estate Investment Trust; IVAN ALLEN, III, TRUSTEE; and PIONEER NATIONAL TITLE INSURANCE COMPANY, TRUSTEE, a California corporation, Defendant.

8. Any claim of lien for services of any architect, engineer or surveyor or for labor or materials furnished by any materialman, supplier, contractor or subcontractor with respect to the footbridge constructed upon the subject property by Truckstop Corporation of America.