Map 142
Par 162 Ts

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SPECIAL
WARRANTY DEED

THIS INDENTURE, made and entered into this 28 day of December, 1978, by and between BELLE FOREST, a Tennessee joint venture composed of Centennial Equities Corporation and Belle Wood, Inc., party of the first part, and THOMAS C. SCOTT, TRUSTEE, part of the second part.

WITNESSETH: That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in Davidson County, State of Tennessee, to-wit:

LAND in the Ninth (9th) Civil District of Davidson County, Tennessee, being described according to a survey made by Alley & Brown, Consulting Engineers, dated September 25, 1968, as follows:

BEGINNING at an iron pin in the easterly right of way of Old Hickory Boulevard, said iron pin being 1175 feet North and along said right of way line of Old Hickory Boulevard from the center line of U.S.Highway 70 S; thence continuing along said right of way of Old Hickory Boulevard, North 25° 48' East, 306.87 feet to an iron pin in said right of way of Old Hickory Boulevard; thence continuing with said right of way around a curve to the left, said curve having a radius of 1,485.63 feet, 1,330.58 feet to an iron pin in said easterly right of way of Old Hickory Boulevard; thence leaving said right of way north 64° 17' East, 117.00 feet to an iron pin set in a white oak; thence North 59° 32' East, 345.00 feet to an iron pin; thence North 53° 17' East, 420.00 feet to an iron pin; thence North 28° 34' East, 490.00 feet to an iron pin; thence North 18° 34' East, 370.00 feet to an iron pin; thence South 59° 31' East, 483.45 feet to an iron pin; thence South 57° 34' East 326.50 feet to an iron pin; thence South 33° 30' West 360.00 feet to an iron pin;thence South 38° 31' West 400.00 feet to an iron pin; thence South 30° 31' West 330.00 feet to an iron pin; thence South 47° 21' West 520.00 feet to an iron pin; thence South 23° 24' West 450.00 feet to an iron pin; thence South 34° 10' West 465.00 feet to an iron pin; thence South 27° 48' West, 529.22 feet to an iron pin; thence North 64° 12' West, 262.00 feet to the point of beginning, containing 41.751 acres, more or less.

BEING property conveyed to Belle Forest, a Joint Venture, by deed from Miller G. Kimbrough, Jr., Trustee, of record in Book 4561, Page 539, Register's Office for Davidson County, Tennessee.

It is the Grantor's express intention to convey to Grantee all right, title and interest of the Grantor in and to all land, if any, lying between the westerly boundary of the above real estate and the present easterly right of way of Old Hickory Boulevard.

The foregoing property is conveyed subject, however, to the following:

(a) All taxes and assessments not yet due and payable;

(b) Restrictions, covenants, conditions, easements, rights of way and other matters of record;

(c) Applicable zoning laws and regulations, ordinances, statutes in any body of law of any governmental authority having jurisdiction over the property.

(d) Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, violated restrictions, deficiency in quantity of ground, boundary line disputes, or other matters, whether of record or not, which would be disclosed by an accurate survey and inspection of the property;

(e) Lien of Deed of Trust dated March 25, 1969, from Henry Hudson, Trustee to Miller Kimbrough, Trustee, of record in Book 4320, page 403, in the Register's Office of Davidson County, Tennessee, and A mendment to Deed of Trust and Consolidation Agreement dated August 11, 1970, among Henry Hudson, Trustee, Miller Kimbrough, Trustee and Kimbrough-Kavanaugh & Associates, Inc., of record in Book 4437, Page 648, in said Register's Office, to secure an indebtedness as set out therein and any other sum which may be or become payable under the terms thereof;

(f) Easement Agreement between Belle Forest and American Building Companyof record in Book 5074, page 945, Register's Office of Davidson County, Tennessee;

(g) Any lien or right to lien not shown by the public records;

(h) Rights or claims of parties in possession not shown by the public records;

(i) Rights claimed in appliances or personal property attached or unattached to the land described and referred to in the above description.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, with full power in said Trustee to sell, mortgage, lease, convey or otherwise dispose of said property, any purchaser, lessee or encumbrancer being hereby expressly relieved of the necessity of looking to the application of the proceeds of any such sale, lease, mortgage or other disposition and unto the successors and assigns of said party of the second part in fee simple forever.

The said party of the first part does hereby covenant with said party of the second part that the title in quiet possession thereto it will warrant and forever defend against lawful claims of all persons claiming by or through or under them but not further or otherwise.

The partyof the first part does further quit claim and convey unto partyof the second part all of its right, title and interest, if any, in and to all furniture, fixtures, equipment, appliances and other personal property now located upon the above described real estate and which are used or useful in connection with and for the occupancy, management and operation of the subject premises, including by way of example and not by way of limitation, carpeting, appliances, light fixtures, heating and air conditioning units and equipment, plumbing, water heaters and equipment, shrubbery, office equipment and maintenance equipment. The party of the first part does further quit claim and assign unto party of the second part all of his right, title and interest, if any, in and to all copies of original and supplemental boundary and mortgage surveys, blue prints, plans, specifications, operating manuals, warranties and guaranties covering the subject premises, improvements, furniture, fixtures, equipment, appliances and personal property; and, if assignable, all of the party of the first part's licenses, franchises and permits relating to the operation of the subject premises in the manner in which they are presently being operated on the date of this instrument. The party of the first part does further quit claim and transfer the rights, if any, which it may have to use of business and trade name "Belle Forest" and "Belle Forest Apartments" under which the subject premises have been managed and operated.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to,and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part the day and year first above written.

BELLE FOREST, a Joint Venture

CENTENNIAL EQUITIES CORPORATION

By: _____
Vice President

BELLE WOOD, INC.

By: _____
Secretary-Treasurer

_____
Lewis Gaines

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared James F. McEvoy with whom I am personally acquainted and who upon oath acknowledged himself to be Vice-President of Centennial Equities Corporation, a corporation, the within named joint venturer of Belle Forest, the within named bargainor, and that as such Vice President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by the said James F. McEvoy subscribing thereto the name of the corporation as joint venturer of Belle Forest, by himself as such Vice President; and further personally appeared Miller D. Kimbrough Jr. with whom I am also personally acquainted, and who upon oath acknowledged himself to be the Secretary - Treasurer of Belle Wood, Inc., a corporation, the within named joint venturer of Belle Forest, the within named bargainor, and that as such Secretary - Treasurer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by the said Secretary - Treasurer subscribing thereto the name of the corporation as joint venturer of Belle Forest, by himself as such Secretary - Treasurer.

Witness my hand and seal at office in the City of Nashville, State of Tennessee, this 28th day of December, 1978.

Angie Z. Hammond
NOTARY PUBLIC

My Commission expires:

10-17-82

* *

(FOR RECORDING DATA ONLY)

PROPERTY ADDRESS:

210 OLD HICKORY BLVD.
NASHVILLE, TENN

Mail Tax bills to:

Thomas C. Scott, TRUSTEE
26th FL. FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238

THIS INSTRUMENT PREPARED BY:

W. Emmett Marston, Esq.
Martin, Tate, Morrow & Marston, P.C.
705 Union Planters Bank Bldg.
Memphis, TN 38103

State Tax . . . . . $_____
Register's Fee 50
Recording Fee . . . . . _____

Total . . . . . $_____

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $3,800,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Thomas C Scott
Affiant

Subscribed and sworn to before me this 19th day of December, 1978.

Jan Ann Wyatt
NOTARY PUBLIC

My Commission expires:

May 13, 1981

F. 1. 0. 7. 2. 3.

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IDENTIF. REFERENCE

JAN 22 3 22 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Lewis Gaines, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the within-named joint venturer of Belle Forest, the within-named bargainor, and that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office in the City of Nashville, State of Tennessee, this 18 day of January, 1979.

E Warner Bass
Notary Public

E. MAGNER BASS NOTARY PUBLIC STATE AT LARGE TENNESSEE

My Commission Expires:

7/18/82

JAN22 79 CONV
JAN22 79 S'TAX
JAN22 79 PR'FEE
JAN22 79 W'DEED

* 3,800,000.00
B* 9,880.00
B* .50
B* 10.00
* 9,890.50