G 2 3 8 4 9 BOOK 5695 PAGE 987

FORM NO. WD-1

PUBLIC

IDENTIF. REFERENCE

DEC 31 12 08 PM '80

FELIX C. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $1,556,263.32

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th DAY OF December, 19 80.

Notary Public

MY COMMISSION EXPIRES: 9-28-81

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
WILKINS, ADAMS & SPICER, ATTORNEYS
401 Union Street, Nashville, Tennessee 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William P. Johnston, Tr. (NAME)	same (NAME)	26-14-20 & 21
21st Floor One Commerce Pl. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	34-2-1, 91 & 94
Nashville Tn 37239 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN 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, WE, Noble C. Caudill, II, unmarried, Caudill Properties, Inc., formerly Caudill Realty Company, a Tennessee corporation, and Larry L. Westbrook, Trustee,

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO William P. Johnston, Trustee with full power to sell, transfer, convey, mortgage and encumber without joinder of any beneficiary, his successors in trust and assigns,
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 Davidson County, Tennessee, being that described in Exhibit "A" attached hereto and made part hereof by this reference thereto.

Together with (1) the lessor's interest in those certain leases to which reference is made in the title commitment issued by Pioneer National Title Insurance Company numbered 6020 03567, a copy of which is designated Exhibit "B" and is attached hereto and made part hereof by such reference thereto, and (2) all of Grantor's right, title and interest, if any, in and to all fixtures and personalty used in association with said property on the date hereof.

This conveyance is made subject to the matters set forth in said Exhibit "B".

Noble C. Caudill, II, covenants that he will satisfy the indebtednesses evidenced by those two certain notes to which reference is made in the deeds of trust recorded in Book 5212 at page 692 and Book 5501 at page 798 in the Register's Office for said County on January 2, 1981, and that he will obtain releases as to said two deeds of trust and the instruments recorded in Book 5212 at page 696 and Book 5501 at pages 805 and 813 in said Register's Office.

~~Grantee by his acceptance hereof, for himself, his successors in trust and assigns, hereby agrees to honor all of the lessor's obligations with respect to said leases which have been disclosed to Grantee on or prior to the date hereof. In the event that Grantee, his successors in trust and assigns, should fail to honor this covenant, Grantee, his successors in trust and assigns, shall be liable for the costs of the enforcement thereof, including reasonable attorney's fees.~~

This is unimproved ( ) improved (XX) property, known as 801, 803, 805, 807 & 811 (House Number) Two Mile Parkway (Street), Goodlettsville (P. O. Address), TN (City or Town) 37072 (Postal Zip)

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 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 our hand s this 30th day of December, 19 80

Noble C. Caudill, II

CAUDILL PROPERTIES, INC.

BY: Noble C. Caudill, II, President

Larry L. Westbrook, Trustee

STATE OF TENNESSEE
Davidson County

BOOK 5695 PAGE 988

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Noble C. Caudill, II and Larry L. Westbrook,

the bargainorS, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 30th day of December 1980.

Commission expires January 22, 1984

Notary Public

STATE OF TENNESSEE
Davidson County

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Noble C. Caudill, II, ~~and~~ _____ with whom I am personally acquainted and who upon (his oath) ~~(their several oaths)~~ acknowledged (himself) ~~themselves~~ to be the President ~~and~~ _____ ~~respectively~~ of the Caudill Properties, Inc., the within named bargainor, a corporation, and that (he) as such President ~~and~~ _____ (they), being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Noble C. Caudill, II, as such President., ~~and attesting the same by the said as such~~

Witness my hand and official seal at office at Nashville, Tennessee on this the 30th day of December, 1980.

My commission expires January 22, 1984

Notary Public

WARRANTY DEED

FROM

Noble C. Caudill, II, et al.

TO

William P. Johnston, Trustee

WILKINS, ADAMS & SPICER
ATTORNEYS AT LAW
1100 FIDELITY FEDERAL BUILDING
401 UNION STREET
NASHVILLE, TENNESSEE 37219
Row 1, Box 8 dp

EXHIBIT "A"

Six tracts of land in Davidson County, Tennessee, described as follows:

Tract I.

LOT No. 1 on the plan of Section One, Echo Meadows Re-development, of record in Book 5060, page 89, Register's Office for said County.

SAID Lot No. 1 fronts 135.00 feet on the westerly margin of Two Mile Parkway and extends back 291.10 feet on the southerly line, which is a broken line, and 194.51 feet on the northerly line to a dead line in the rear, measuring 147.66 feet thereon.

BEING the same property conveyed to Noble C. Caudill, II, by deed from Larry L. Westbrook, Trustee, of record in Book 5130, page 66, said Register's Office.

Tract II.

LOT No. 2 on the plan of Section Two, Echo Meadows Re-development, of record in Book 5060, page 151, Register's Office for said County.

SAID Lot No. 2, which is a corner lot, fronts 125.0 feet on the westerly margin of Two Mile Parkway and fronts 117.00 feet on the northerly margin of Blue Bird Drive, said frontages being joined by a curve having a length of 39.27 feet, and extends back 167.88 feet on the westerly line and 181.50 feet on the northerly line to a point of intersection.

BEING part of the same property conveyed to Caudill Realty Company, a Tennessee corporation, by deed from Larry L. Westbrook, Trustee, of record in Book 4496, page 865, said Register's Office.

Tract III.

LOT No. 4 on the plan of Section Three, Echo Meadows Re-development, of record in Book 5190, page 89, Register's Office for said County.

SAID Lot No. 4 fronts 140.00 feet on the westerly margin of Two Mile Parkway and extends back 189.12 feet on the northerly line and 194.51 feet on the southerly line to a broken line in the rear, measuring 143.64 feet thereon.

BEING parts of the properties conveyed to Larry L. Westbrook, Trustee, by two deeds, one from Lucian Debow, Sr., and wife, of record in Book 4349, page 100, and the other deed from Willard V. Stinson and wife, of record in Book 4349, page 98, both in said Register's Office.

Tract IV.

LOT No. 5 on the plan of Section Four Revised, Echo Meadows Re-development, of record in Book 5190, page 222, Register's Office for said County.

SAID Lot No. 5, which is a corner lot, fronts 96.13 feet on the westerly margin of Two Mile Parkway and fronts 174.00 feet on the southerly margin of Wren Road, said frontages being joined by a curve having a length of 40.26 feet, and extends back 122.00 feet on the westerly line and 195.55 feet on the southerly line to a point of intersection.

BEING part of the same property conveyed to Larry L. Westbrook, Trustee, by deed from John W. Stinson and wife, of record in Book 4347, page 793, said Register's Office.

Tract V.

LOT No. 6 on the plan of Section Four, Revised, Echo Meadows Re-development, of record in Book 5190, page 222, Register's Office for said County.

SAID Lot No. 6 fronts 112.87 feet on the westerly margin of Two Mile Parkway and extends back 195.55 feet on the northerly line and 191.51 feet on the southerly line to a dead line in the rear, measuring 106.27 feet thereon.

BEING part of the properties conveyed to Larry L. Westbrook, Trustee, by two deeds, one from John W. Stinson and wife, of record in Book 4347, page 793, and the other by deed from Lucian H. Debow, Sr., and wife, of record in Book 4349, page 100, both in said Register's Office.

Tract VI.

LOT No. 7 on the plan of Section Four Revised, Echo Meadows Re-development, of record in Book 5190, page 222, Register's Office for said County.

SAID Lot No. 7 fronts 78.00 feet on the westerly margin of Two Mile Parkway and extends back 191.51 feet on the northerly line and 188.64 feet on the southerly line to a dead line in the rear, measuring 78.04 feet thereon.

BEING part of the same property conveyed to Larry L. Westbrook, Trustee, by deed from Lucian H. Debow, Sr., and wife, of record in Book 4349, page 100, said Register's Office.

12/31 4085 .90- CHECK

Exhibit "B", attached to deed dated December 30, 1980, from Noble C. Caudill, II, et al., to William P. Johnston, Trustee.

BOOK 5695 PAGE 991

PIONEER NATIONAL TITLE INSURANCE

A TICOR COMPANY

Commitment for Title Insurance

PIONEER NATIONAL TITLE INSURANCE COMPANY, (a stock company), a California corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate one hundred eighty (180) days after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment shall not be valid or binding until countersigned below by a validating officer of the Company.

Pioneer National Title Insurance Company

by [signature] President

Attest [signature] Secretary

Countersigned:

[signature]

Validating Signatory

Conditions and Stipulations

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed insured shall disclose such knowledge to the Company or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to Paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

TO 1434 PNTI (3-25 American Land Title Association Commitment for Title Insurance - 1970)

6020 03567

Schedule A

BOOK 5695 PAGE 993

Commitment No.	Effective Date of Commitment:
6020 03567	December 29, 1980; 8:00 A.M.
Your No.:	

Prepared For:

Inquiries Should be Directed to:
Wilkins, Adams, & Spicer, Attorneys
1100 Fidelity Federal Building
401 Union Street
Nashville, Tennessee 37219

1. Policy or Policies to be issued:

Amount

(a) XX ALTA Owners Policy – Form _____ – 1970 $ 1,556,263.32

Proposed Insured: Maymee Miller Cantrell and/or William P. Johnston, Trustee

(b) ☐ ALTA Loan Policy 1970 $ _____

Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a Fee Simple.

3. Title to said estate or interest in said land is at the effective date hereof vested in:

Noble C. Caudill, II, as to Lot No. 1; Caudill Properties, Inc., formerly Caudill Realty Company, a Tennessee corporation, as to Lot No. 2; Larry L. Westbrook, Trustee, with full power to execute the proposed conveyance, as to Lot No. 4, Lot No. 5, Lot No. 6, and Lot No. 7

4. The land referred to in this Commitment is located in the County of Davidson State of Tennessee and described as follows:

See Attached

TO 1405.1 PNTI (3-75)

Schedule (Continued)

No.

BOOK 5695 PAGE 994

Six tracts of land in Davidson County, Tennessee, described as follows:

Tract I.

LOT No. 1 on the plan of Section One, Echo Meadows Re-development, of record in Book 5060, page 89, Register's Office for said County.

SAID Lot No. 1 fronts 135.00 feet on the westerly margin of Two Mile Parkway and extends back 291.10 feet on the southerly line, which is a broken line, and 194.51 feet on the northerly line to a dead line in the rear, measuring 147.66 feet thereon.

BEING the same property conveyed to Noble C. Caudill, II, by deed from Larry L. Westbrook, Trustee, of record in Book 5130, page 66, said Register's Office.

Tract II.

LOT No. 2 on the plan of Section Two, Echo Meadows Re-development, of record in Book 5060, page 151, Register's Office for said County.

SAID Lot No. 2, which is a corner lot, fronts 125.0 feet on the westerly margin of Two Mile Parkway and fronts 117.00 feet on the northerly margin of Blue Bird Drive, said frontages being joined by a curve having a length of 39.27 feet, and extends back 167.88 feet on the westerly line and 181.50 feet on the northerly line to a point of intersection.

BEING part of the same property conveyed to Caudill Realty Company, a Tennessee corporation, by deed from Larry L. Westbrook, Trustee, of record in Book 4496, page 865, said Register's Office.

Tract III.

LOT No. 4 on the plan of Section Three, Echo Meadows Re-development, of record in Book 5190, page 89, Register's Office for said County.

SAID Lot No. 4 fronts 140.00 feet on the westerly margin of Two Mile Parkway and extends back 189.12 feet on the northerly line and 194.51 feet on the southerly line to a broken line in the rear, measuring 143.64 feet thereon.

BEING parts of the properties conveyed to Larry L. Westbrook, Trustee, by two deeds, one from Lucian Debow, Sr., and wife, of record in Book 4349, page 100, and the other deed from Willard V. Stinson and wife, of record in Book 4349, page 98, both in said Register's Office.

TO 1405.1 PNTI (3-75)

Schedule (Continued)

No.

Tract IV.

LOT No. 5 on the plan of Section Four Revised, Echo Meadows Re-development, of record in Book 5190, page 222, Register's Office for said County.

SAID Lot No. 5, which is a corner lot, fronts 96.13 feet on the westerly margin of Two Mile Parkway and fronts 174.00 feet on the southerly margin of Wren Road, said frontages being joined by a curve having a length of 40.26 feet, and extends back 122.00 feet on the westerly line and 195.55 feet on the southerly line to a point of intersection.

BEING part of the same property conveyed to Larry L. Westbrook, Trustee, by deed from John W. Stinson and wife, of record in Book 4347, page 793, said Register's Office.

Tract V.

LOT No. 6 on the plan of Section Four, Revised, Echo Meadows Re-development, of record in Book 5190, page 222, Register's Office for said County.

SAID Lot No. 6 fronts 112.87 feet on the westerly margin of Two Mile Parkway and extends back 195.55 feet on the northerly line and 191.51 feet on the southerly line to a dead line in the rear, measuring 106.27 feet thereon.

BEING part of the properties conveyed to Larry L. Westbrook, Trustee, by two deeds, one from John W. Stinson and wife, of record in Book 4347, page 793, and the other by deed from Lucian H. Debow, Sr., and wife, of record in Book 4349, page 100, both in said Register's Office.

Tract VI.

LOT No. 7 on the plan of Section Four Revised, Echo Meadows Re-development, of record in Book 5190, page 222, Register's Office for said County.

SAID Lot No. 7 fronts 78.00 feet on the westerly margin of Two Mile Parkway and extends back 191.51 feet on the northerly line and 188.64 feet on the southerly line to a dead line in the rear, measuring 78.04 feet thereon.

BEING part of the same property conveyed to Larry L. Westbrook, Trustee, by deed from Lucian H. Debow, Sr., and wife, of record in Book 4349, page 100, said Register's Office.

TO 1425 PNTI (1-75) American Land Title Association Commitment for Title Insurance - 1966

Schedule B

Commitment No.
6020 03567

BOOK 5695 PAGE 996

I. The following are the requirements to be complied with:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

Warranty Deeds from Noble C. Caudill, II, as to Lot No. 1; Caudill Properties, Inc., formerly Caudill Realty Company, a Tennessee Corporation, as to Lot No. 2; and Larry L. Westbrook, Trustee, with full power to execute the proposed conveyance, as to Lot No. 4, Lot No. 5, Lot No. 6, and Lot No. 7 to William P. Johnston, Trustee with full power to sell, transfer convey, mortgage, and encumber without joinder of any beneficiary, his successors in Trust and assigns, conveying the property described in Schedule A, hereof. Warranty Deed from William P. Johnston, Trustee with full power to sell, transfer, convey, mortgage, and encumber without joinder of any beneficiary, his successors in Trust and assigns, to Maymee Miller Cantrell conveying the property described in Schedule A, hereof.

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Standard Exceptions:
   (a) Rights or claims of parties in possession not shown by the public records.
   (b) Easements, or claims of easements, not shown by the public records.
   (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
   (d) Any lien, or right to a lien, for services, labor, or materials not shown by the public records.
3. Special Exceptions:

are as follows:

(a) 1980 City taxes in the amount of $172.18 Unpaid
GO-8851 34-2-91

1980 City taxes in the amount of $142.59. Unpaid
GO-8853 34-2-94

1980 City taxes in the amount of $169.58. Unpaid
GO-8850

1980 City taxes in the amount of $249.30. Unpaid
GO-8848

1980 City taxes in the amount of $231.41. Unpaid
GO-8849

1980 State taxes in the amount of $3,850.59. Unpaid
GO-8851 34-2-91

TG 1444 (2-75

Schedule B —(Continued)

COMMITMENT NO.
6020 03567

1980 State taxes in the amount of $3,188.75. Paid
GO-8853 34-2-94
BOOK 5695 PAGE 997

1980 State taxes in the amount of $3,792.34. Unpaid
GO-8850 34-2-1

1980 State taxes in the amount of $5,575.34. Unpaid
GO-8848 26-14-20

1980 State taxes in the amount of $5,175.25. Unpaid
GO-8849 26-14-21

(b) Taxes for all the above, for 1981 and subsequent years.

4. Affecting said Lot No. 1, a Deed of Trust executed by Noble C. Caudill, II, to J. E. Malone, Trustee, securing $145,000.00 to Lovell & Malone, Inc., of record in Book 5212, page 692, said Register's Office, must be paid and satisfied of record. A conditional assignment of rents as additional security for the payment of said note was recorded in Book 5212, page 696, said Register's Office. Said Note and Deed of Trust was assigned to Business Men's Assurance Company of America by instrument recorded in Book 5212, page 699, said Register's Office.

5. Affecting said Lots Nos. 4, 5, 6, & 7, a Deed of Trust executed by Larry L. Westbrook, Trustee, to Warren H. Wild, Jr., Trustee, securing $845,000.00 to Third National Bank in Nashville, of record in Book 5501, page 798, and an assignment of Rents & leases as additional security for the payment of said note was recorded in Book 5501, page 805, and a Financing Statement as additional security for the payment of said note was recorded in Book 5501, page 813, all in said Register's Office, must be paid and satisfied of record.

6. Affecting said Lot No. 2, a Deed of Trust executed by Caudill Properties, Inc., to William T. Burgess, Trustee, securing $48,246.00 to The Citizens Bank of Hendersonville, of record in Book 5553, page 348, said Register's Office, must be paid and satisfied of record.

7. Affecting said Lot No. 2, a Deed of Trust execured by Caudill Properties, Inc., to William T. Burgess, Trustee, securing $180,516.00 to The Citizens Bank of Hendersonville, of record in Book 5553, page 352, said Register's Office, must be paid and satisfied of record.

8. Affecting said Lot No. 1, a Lease dated January 10, 1977, by and between Noble C. Caudill, II, Lessor, and Wendy's of Nashville, Inc., Lessee. A Guaranty thereof dated _____, 1977. A Memorandum thereof dated January 10, 1977, and recorded in Book 5130, page 322, said Register's Office. An Amendment thereto dated March __, 1977. A Memorandum of Agreement relative thereto dated July 22, 1977. A Memorandum of Agreement relative thereto, dated December 18, 1978, and an Addendum thereto, dated December 21, 1978.

TO 1444 (2-75)

Schedule B —(Continued)

COMMITMENT NO.
6020 03567

9. Affecting said Lot No. 2, a Ground Lease Agreement dated June 25, 1977, by and between Noble C. Caudill, II, and Caudill Properties, Inc., Lessor, and Church's Fried Chicken, Inc., Lessee, which lease contains a first right of refusal. A Memorandum thereof recorded in Book 5203, page 607, said Register's Office. BOOK 5695 PAGE 998

10. Affecting said Lot No. 4, a lease dated September 16, 1977, by and between Noble C. Caudill, II, Lessor, and John A. Roschman and wife, Betty L. Roschman. A letter agreement relative thereto, dated August 2, 1977. A letter agreement relative thereto, dated February 17, 1978. A letter agreement relative thereto, dated April 18, 1978. A letter agreement relative thereto, dated September 1, 1978.

11. Affecting Lot No. 5, a lease dated March 24, 1978, by and between Noble C. Caudill, II, Lessor, and Mr. Gatti's of Tennessee, Inc., Lessee. A Guaranty thereof dated March 24, 1978. By Assignment and Assumption Agreement, dated August 4, 1978, the lessee's interest thereunder was assigned to Big "O" Ovens, Inc. The First Addendum thereto, dated September 14, 1978. A Guaranty thereof dated September 14, 1978. The Second Addendum thereto dated May 14, 1979. An Agreement relative thereto dated August 9, 1979, and recorded in Book 5479, page 759, said Register's Office.

12. Affecting said Lot No. 6, a Lease dated August 3, 1979, by and between Noble C. Caudill, II, Lessor, and Pic 'N Pay Shoes of Tennessee, Lessee, which lease contains a first right of refusal. A Memorandum thereof dated August 3, 1979, and recorded in Book 5495, page 538, said Register's Office. A Guaranty thereof dated August 17, 1979. An Agreement relative thereto dated May 13, 1980, and recorded in Book 5625, page 653, said Register's Office. A letter agreement relative thereto dated May 13, 1980. An Addendum thereto dated _____.

13. Affecting said Lot No. 7, a lease dated July 12, 1978, by and between Noble C. Caudill, II, Lessor, and Dixie of Tennessee, Inc. An Assignment of Lease relative thereto (the right to Commission) dated February 16, 1979. A letter agreement relative thereto dated February 15, 1979.

14. Setback Lines and Easements:

A. Affecting said Lot No. 1, the plan of record in Book 5060, page 89, said Register's Office, which shows a 65 foot minimum building setback line from Two Mile Parkway and a 35 foot easement for public utility and drainage purposes along the westerly line of said lot with an 8 inch sewer line and manhole located thereon. Also a 3 x 15 foot utility anchor easement located on the northeasterly portion of said lot and a 10 foot easement for public utility and drainage purposes along the westerly segment of the southerly line of said lot and the westerly 10 feet, more or less, of the easterly segment of the southerly line of said lot.

TD 1444 2-78

Schedule B —(Continued)

COMMITMENT NO.
6020 03567

B. Affecting said Lot No. 2, the plan of record in Book 5060, page 151, said Register's Office, which shows a 65 foot minimum building setback line from Two Mile Parkway and Blue Bird Drive and an easement for public utility and drainage purposes affecting the westerly 10 feet of one of the interior lines of said lot with an 8 inch sewer line and manhole located therein. Also, a 3 x 15 foot utility anchor easement located on the southeasterly portion of said lot. BOOK 5695 PAGE 999

C. Affecting said Lot No. 4, the plan of record in Book 5190, page 89, said Register's Office, which shows a 65 foot minimum building setback line from Two Mile Parkway and an easement for public utility and drainage purposes along the westerly lines of said lot, varying in width from 50.0 feet at the northerly line of said lot to 45.45 feet at the southerly line of said lot with an 8 inch sewer line and manhole located therein.

D. Affecting said Lot No. 5, the plan of record in Book 5190, page 222, said Register's Office, which shows a 65 foot minimum building setback line from Two Mile Parkway and a 25 foot easement for public utility and drainage purposes along the westerly line of said lot with a 10 inch sewer line and a manhole located therein. Also a 3 x 20 foot utility anchor easement located on the southerly front corner of said lot and an easement for overhang purposes affecting the northerly portion of said lot. Also, an easement for public utility and drainage purposes affecting the northwesterly portion of said lot and the following note: Building setback along Wren Road to be established at time at issuance of building permit.

E. Affecting said Lot No. 6, the plan of record in Book 5190, page 222, said Register's Office, which shows a 65 foot minimum building setback line from Two Mile Parkway and an easement for public utility and drainage purposes along the westerly line of said lot, varying in width from 25 feet at the northerly line of said lot to 40 feet, more or less, at the southerly line of said lot, with an 8 inch sewer line and manhole located therein. Also a 3 x 20 foot utility anchor easement located on the northerly front corner of said lot and a 25 foot easemesnt for ingress and egress and public utilities and drainage along the southerly line of said lot.

F. Affecting said Lot No. 7, the plan of record in Book 5190, page 222, said Register's Office, which shows a 65 foot minimum building setback line from Two Mile Parkway and an easement for public utility and drainage purposes along the westerly line of said lot, varying in width from 40 feet, more or less, at the northerly line of said lot to 45 feet at the southerly line of said lot, with a 10 inch sewer line located therein.

G. The easements herein before set forth include those recorded in Book 4388, page 631, Book 4363, page 107, and Book 4362, page 910, all in said Register's Office.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF Book 5695 page 999-A

FOR

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	COTX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MOTX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
	CO CO Fax		1,556,263.32 4,026.38 .50 PRFEE 39.00 WDEED CHECK 4085.88- 2864A12/31/80 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 2.3.8.4.9

IDENTIF. REFERENCE T

DEC 31 12 08 PM '80

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

No. 800062