NAME AND ADDRESS OF NEW OWNER:
Gregory Alan Ballard, et ux
409 Owendale Dr.
Antioch, TN 37013

SEND TAX BILLS TO:
Same

Map 150-5-91
2D-39254

WARRANTY DEED

BOOK 5734 PAGE 440

THIS INDENTURE, made and entered into this 16th day of April, 1981, by and between THE KROGER CO., a corporation organized and existing under and by virtue of the laws of the State of Ohio, party of the first part, and Gregory Alan Ballard and wife, Donna J. Ballard party 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 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 the County of Davidson, State of Tennessee:

> LAND in Davidson County, Tennessee, BEING Lot No. 338 on the Plan of Cherry Hills Subdivision, Section III, as of record in Book 4175, page 59, Register's Office for said County.
>
> SAID Lot No. 338 fronts 82.79 feet on the westerly side of Owendale Drive and extends back 218.37 feet, more or less, on the northerly line and 222.31 feet, more or less, on the southerly line to the East Fork of Hamilton Creek.
>
> BEING the same property conveyed to THE KROGER CO., by deed from LARRY H. ALLEN, and wife, LINDA G. ALLEN, of record in Book 5583, page 422, Register's Office for Davidson County, Tennessee.
>
> Subject to liens, covenants, easements, plans, setback lines, reservations, and restrictions of record and taxes for the year 1981 and all subsequent years.

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, their heirs and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons claiming by, through or under it but not further or otherwise.

Whenever the word "party" is used herein, it shall mean "parties" if there are more than one person referred to and whenever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

IN WITNESS WHEREOF, party of the first part has caused this instrument to be executed by and through its duly authorized officers the day and year first above written.

ATTEST:

Assistant Secretary

THE KROGER CO.

BY: Vice President

BY: Arthur Juergens
Vice President

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared George A. Leonard, Arthur Juergens and Lewis L. Clum with whom I am personally acquainted and who, upon oath, acknowledged themselves to be the Vice Presidents of The Kroger Co., the within named bargainor, a corporation, and that they as such Vice Presidents, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such Vice Presidents.

WITNESS my hand and Official Seal at office this 16th day of April, 1981.

KAY ROUGH
Notary Public
My Commission Expires Aug. 24, 1982

Notary Public

I 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 $52,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Arthur Juergens
Affiant

Subscribed and sworn to before me this 16th day of April, 1981.

Notary Public

Attorney-at-Law

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5734 PAGE 442

FOR _____

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			[illegible] CO	
			135.20 CO TX	
			.50 PRFEE	
			[illegible]	
			[illegible]	141.70
			07/30/04/17/21 [illegible]	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G37.836

IDENTIF. REFERENCE

APR 17 11 04 AM '81

FELIX Z. WILSON, II
DAVIDSON COUNTY, TENN.

No. 817245