Full

FROM: Larry Butler, a single person
TO: Volunteer Capital Corporation, a Tennessee corporation

This instrument prepared by:
DEARBORN & EWING, ATTORNEYS
Suite 1200, One Commerce Place
Nashville, Tennessee 37239

Address New Owner as follows:
Volunteer Capital Corporation
P. O. Box 184,
Two Maryland Farms
Suite 100
Brentwood, Tennessee 37027

Send Tax Bills to: Same

Map-Parcel No.
Map 149-250
2D 20720

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $140,000.00.

Affiant

Subscribed and sworn to before me, this the 13 day of July, 1981.

Notary Public

My Comm. Expires: My Commission Expires Jan. 18, 1982

SPECIAL WARRANTY DEED

FOR AND CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, Larry Butler, a single person, hereinafter called the GRANTOR, have bargained and sold, and by these presents do transfer and convey unto Volunteer Capital Corporation, a Tennessee corporation, hereinafter called the GRANTEE, its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

> Being all of Lot No. 1 on the resubdivision of Lot No. 4 on the plat entitled Resubdivision of Lot No. 2, Phase No. 1 and Phase No. 2, on the revised site plan for Priest Lake Plaza Shopping Center, of record in Book 5200, page 344, of the Register's Office of Davidson County, Tennessee.
>
> Being part of the same property conveyed to Larry Butler, by deed from James D. Haley and wife, Olivia W. Haley, of record in Book 5741, page 80, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said lot, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever, and I do covenant with the said GRANTEE that I am lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, except for the following:

1. Metropolitan taxes for 1981, which taxes are hereby assumed by GRANTEE.

2. The plan of record in Book 5200, page 344, of the Register's Office of Davidson County, Tennessee, which plan shows an owner's certificate, certain minimum building setback lines, and a common access easement, to which reference to the plan is hereby made for the location and dimensions of such setback lines and easement.

3. Cross-easement of record in Book 4990, page 806, as modified in Book 5073, page 350, Register's Office for Davidson County, Tennessee.

4. Easement to maintain access easements of record in Book 5256, page 465, Register's Office for Davidson County, Tennessee.

5. Area shown prohibiting access to parking and proposed parking, screening and landscaping as shown on the plat prepared by Ragan, Smith, Murphy & Associates, Inc., job no. 80-004, dated February 19, 1980.

6. Agreement dated July 23, 1980, of record in Book 5637, page 694, Register's Office for Davidson County, Tennessee. With regard to the foregoing agreement, and in particular paragraph 7 thereof, GRANTEE hereby assumes and agrees with GRANTOR to be responsible for the maintenance of the paved areas on the property herein conveyed and in addition to maintain all those areas of the 26-foot common access easement which are located on the Criswell Property recorded in Deed Book 5338, page 386, Register's Office for Davidson County, Tennessee consistent with the manner in which other paved areas in the shopping center are maintained. In the event of GRANTEE'S failure to perform the foregoing maintenance duties, GRANTOR, in addition to pursuing any and all available legal and equitable remedies, may upon thirty (30) days prior written notice to GRANTEE perform or cause to be performed such maintenance himself. Any sums so expended by GRANTOR shall bear interest from the date of disbursement at the rate of eighteen percent (18%) per annum or the highest rate permitted by applicable law, whichever is lower, and shall be due and payable within ten (10) days after demand therefore upon GRANTEE, although failure of GRANTEE to make such payment to GRANTOR shall in no event cause a forfeiture or reversion of title hereunder. GRANTOR hereby assumes and agrees with GRANTEE to be responsible for the maintenance of the paved areas on the adjacent lot 2 as shown on the Plan of record in Book 5200, page 344 of the Register's Office of Davidson County, Tennessee consistent with the manner in which other paved areas in the shopping center are maintained. In the event of GRANTOR'S failure to perform the foregoing maintenance duties, GRANTEE, in addition to pursuing any and all available legal and equitable remedies, may upon thirty (30) days prior written notice to GRANTOR perform or cause to be performed such maintenance himself. Any sums so expended by GRANTEE shall bear interest from the date of disbursement at the rate of eighteen percent (18%) per annum or the highest rate permitted by applicable law, whichever is lower, and shall be due and payable within ten (10) days after demand therefore upon GRANTOR.

And I do further covenant and bind myself, my heirs and assigns, to warrant and forever defend the title to the said land to the said GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by, through or under me.

GRANTOR and GRANTEE mutually agree that neither shall erect any fences or other obstructions that would limit access and the free flow of vehicular or pedestrian traffic by and between the land conveyed herein and the adjacent Lot No. 2 as shown on the plat of record in Book 5200, page 344, of the Register's Office of Davidson County, Tennessee.

This indenture and all agreements contained herein shall be binding upon the parties hereto, their heirs, successors, and assigns.

WITNESS my hand this 13th day of July, 1981.

GRANTOR

for Larry Butler Atty in fact

BOOK 5769 PAGE 826

GRANTEE

VOLUNTEER CAPITAL CORPORATION,
a Tennessee corporation

BY: Lonnie Stair
Its Vice President

STATE OF TENNESSEE)
COUNTY OF Williamson)

Before me, Mary L. Russell, a Notary Public in and for the County and State aforesaid, personally appeared Lonnie G. Stair, with whom I am personally acquainted, and who upon oath acknowledged _____ to be Its Vice President of VOLUNTEER CAPITAL CORPORATION, the within named bargainor, a corporation, and that ____ as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by _____ as _____.

Witness my hand and seal, at office in Nashville, Tennessee, this the 13 day of July, 1981.

Mary L. Russell
NOTARY PUBLIC

My Commission Expires: My Commission Expires Jan. 18, 1982

STATE OF TENNESSEE)
COUNTY OF)

On this 13th day of July, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Al C. Mifflin, III, to me known to be the person who executed the foregoing instrument in behalf of Larry Butler, and acknowledged that he executed the same as the free act and deed of the said Larry Butler.

Witness my hand and official seal at Nashville, Tennessee, this the 13th day of July, 1981.

NOTARY PUBLIC

My Commission Expires: 1-15-83

G50554

IDENTIF. REFERENCE

JUL 14 3 04 PM '81

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

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF BOOK 5769 PAGE 827

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
			140[illegible].00- CO	
			364.00 CO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK	373.50-
			6562A07/14/81 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

650554

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IDENTIF. REFERENCE

JUL 14 3 04 PM '81

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

No. 832494