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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 5791 PAGE 226

RUSH

IDENTIF. REFERENCE

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 410,000.00

M A Borchert
Affiant

SEP 3 3 27 PM '81

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 3rd DAY OF SEPTEMBER, 1981.

Mary Kelly Wilson
Notary Public

MY COMMISSION EXPIRES: 10-21-84

WARRANTY DEED

THIS INSTRUMENT WAS PREPARED BY
Moseley, Moseley and Mac Lean, Attorneys, 2501 Hillsboro Road, Nashville, Tennessee 37212

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
M. A. Borchert	(same)	Map: 147-11
P. O. Box 547		Par: 33.1
Brentwood, Tennessee 37027		

For and in consideration of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, we, Horrell Realty and Investment Company, a partnership, hereinafter called the Grantors, have bargained and sold, and by these presents do transfer and convey unto M. A. Borchert, hereinafter called the Grantee, his heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows: To-wit:

Being Lot One (1) on the Resubdivision of Lot Four (4) on the Plan of E. L. Endsley Lands; said Lot One (1) being described in a survey made by Ed F. Wheeler, dated July 20, 1981, as of record in Book 5190 , Page 560 , Register's Office for Davidson County, Tennessee, and described as follows:

Beginning at a railroad spike in the southwesterly margin of Nolensville Pike, 100 feet northwest of the intersection of Nolensville Pike and Cotton Lane, being the northwest corner of the property conveyed to Helen B. Shacklett by deed of record in Book 5018, Page 169; thence along Shacklett's northwesterly line, South 36°, 45' West, for a distance of 200.00 feet to an iron pin; thence North 54°, 28' West, for a distance of 200.00 feet to a railroad spike, thence North 36°, 45' East, for a distance of 50.00 feet to an iron pin, thence South 54°, 28' East for a distance of 75.00 feet to a point, thence North 36°, 45' East, for a distance of 150.00 feet to an iron pin in the southwesterly margin of Nolensville Pike; thence south 54°, 28' East along the margin of said Nolensville Pike, for a distance of 125.00 feet to the point of beginning containing 0.64 acres more or less.

This conveyance is made subject to all easements, restrictions and rights of way as reflected on the said resubdivision plat dated July 20, 1981, as of record in Book 5190, Page 560, Register's Office for Davidson County, Tennessee.

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Being part of the same property conveyed to Horrell Realty and Investment Company by deed from Kerr-McGee Refining Corporation of record in Book 5519, Page 715, Register's Office for Davidson County, Tennessee.

This is improved property, known as 4537 Nolensville Road, Nashville, Tennessee 37211.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, his heirs and assigns, forever; and we do covenant with the said Grantee 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; 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 Grantee, his 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.

By acceptance of this Deed, Grantee, his heirs and assigns covenant and agree that the premises conveyed herein shall not be used for service station purposes until on and after October 24, 1982. If said premises are used for service station purposes within said period, the entire fee simple title shall revert to Kerr-McGee Refining Corporation.

Grantors hereby covenant and warrant to the Grantee that from and after October 23, 1979, to the date of this instrument, neither they nor anyone claiming under them, have used any of the property conveyed to them by Kerr-McGee Refining Corporation of record in Book 5519, Page 715, Register's Office for Davidson County, Tennessee, for service station purposes and that they will defend and hold Grantee harmless from any claim of Kerr-McGee Refining Corporation, its successors or assigns.

Grantors further covenant and warrant as follows: that they are the Grantees of a certain utility easement from W. B. Thompson, et al. of record in Book 5584, Page 120, Register's Office for Davidson County, Tennessee; that it is their intent to convey this utility easement to the Metropolitan Government of Nashville and Davidson County, Tennessee; that this easement presently contains a sanitary sewer line which not only serves the real estate being conveyed herein, but also Lot Two (2) as shown on the plan of the Resubdivision of Lot Four (4) of record in Book 5190, Page 560, Register's Office for Davidson County, Tennessee; that until this utility easement is conveyed to and accepted by the Metropolitan Government of Nashville and Davidson County, Tennessee, the Grantors herein will, at their expense, continue to maintain the sanitary sewer and comply with all lawful requirements of the Metropolitan Government of Nashville and Davidson County, Tennessee, (including but not limited to the requirement to install two manholes as required by the Metropolitan Government of Nashville and Davidson County, Tennessee); that until the Grantors herein provide a separate meter for water and sewerage charges for the real property conveyed to Grantee herein, Grantors herein shall timely pay and be responsible for all water and sewerage charges.

Grantors further covenant and warrant that they shall repair with hot mix the asphalt drainage hole on the south side of the real property conveyed herein within ninety (90) days of the date of the execution of this deed, and that they shall promptly repair to the satisfaction of Grantee any damage done to the parking area as a result of installing, maintaining or improving the santitary sewer line (including but not limited to the addition of manholes).

Grantors hereby transfer, convey and assign to Grantee, his heirs and assigns the following leases:

1. One lease between Grantors as Lessor and Maland, Inc. d/b/a Anderson Curtis Mathis Home Electronic Center as Lessee dated April 21, 1980, of record in Book 5782, Page 295, Register's Office for Davidson County, Tennessee.

2. One lease between Grantors as Lessor and Security Pacific Finance Corporation as Lessee dated June 24, 1980, of record in Book 5782, Page 301, Register's Office for Davidson County, Tennessee.

3. One lease between Grantors as Lessor and Healthway, Inc. and Charles T. Price as Lessee dated June 20, 1980, together with an agreement between Grantors as Lessor, Healthway, Inc. and Charles T. Price as Lessee and C.H.L. Corporation d/b/a Godfather's Pizza as Sublessee dated May 27, 1981, all of which is of record in Book 5782, Page 283, Register's Office for Davidson County, Tennessee.

As to these three leases and the agreement Grantors covenant and warrant as follows:

1. The recorded leases and the agreement contain all of the responsibilities of Lessor and that there are no other obligations or responsibilities of Lessor other than as set forth in those recorded leases and the agreement.

2. All obligations and responsibilities of Lessor have been performed, and Lessor is not in default thereof.

3. All obligations and responsibilities of the Lessees (including the sublessee) have been performed, and none are in default.

4. The September, 1981, rent is the sole and separate property of the Grantee herein. Neither the Lessees, sublessee, nor any other entity has any set off, claim or defense against that rent or future rental payments. There are no pre-paid rents, security or other type of deposits.

Witness our hands this 3RD day of September, 1981, the partnership, having caused its name to be signed hereto by all of its members on said day and date, with the signature of Fred T. Horrell and wife, Wanda Ricks Horrell being affixed hereto by Steve Horrell as authorized under a Power of Attorney of record in Book 5790, Page 193, Register's Office for Davidson County, Tennessee.

GRANTOR:

HORRELL REALTY AND INVESTMENT COMPANY

BY: Henry Horrell
Henry Horrell

Fred T. Horrell by S. HH.
Fred T. Horrell by Steve Horrell under Power of Attorney

Steve Horrell, unmarried

Kathleen B. Horrell and Wanda Ricks Horrell, being the wives of Henry Horrell and Fred T. Horrell, respectively, acknowledge that they are not members of the Grantor. However, they execute this deed for the purpose of conveying to the Grantee, his heirs and assigns whatever rights they might have in and to the property being conveyed herein.

Witness our hands this 3RD day of September, 1981.

Kathleen B. Horrell

Kathleen B. Horrell

Wanda Ricks Horrell by S. Hhh

Wanda Ricks Horrell by Steve Horrell
under Power of Attorney

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Kathleen B. Horrell and Steve Horrell acting under Power of Attorney from Wanda Ricks Horrell for Wanda Ricks Horrell 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 3rd day of September, 1981.

Mary Kelly Wilson

Notary Public

My Commission Expires: 10-21-84

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Henry Horrell, Steve Horrell and Fred T. Horrell by Power of Attorney to Steve Horrell, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be members of Horrell Realty and Investment Company, the within named bargainor, a partnership, and that they as such members, being authorized so to do, executed, the foregoing instrument for the purposes therein contained, by signing the name of the partnership by themselves.

Witness my hand and seal at office in Nashville, Tennessee, this 3rd day of September, 1981.

Mary Kelly Wilson

Notary Public

My Commission Expires: 10-21-84

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5791 PAGE 230

RECEIVED OF _____

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
			41037.00- CO	
			106.00 CO TX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK 1073.50-	
			6485203/03/81 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIF. REFERENCE

SEP 3 3 27 PM '81

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 841985