THIS INSTRUMENT PREPARED BY:
Bass, Berry & Sims (WBJ)
2700 First American Center
Nashville, Tennessee 37238

WARRANTY DEED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Hennessy Industries, Inc.	SAME	P/O 183-29
(NAME)	(NAME)	
1601 J. P. Hennessy Drive		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Lavergne, Tennessee 37086	BOOK 5835 PAGE 926	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

For and in Consideration of the sum of FIFTY THOUSAND ($50,000.00)

DOLLARS

cash in hand paid, the receipt of which is hereby acknowledged,

McDowell Development Corporation, a Tennessee corporation,

Has ~~have~~ ***bargained and sold, and by these presents do*** does ***transfer and convey unto the said*** Hennessy Industries, Inc., a Delaware corporation,

its successors ~~heirs~~ ***and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:***

A tract of land in the second civil district of Metropolitan Nashville, Davidson County, Tennessee in the Interchange City Industrial Park lying east of Heil-Quaker Boulevard, and being more fully described as follows:

Beginning at an iron pin on the easterly margin of Heil-Quaker Boulevard at the southwest corner of Lot 1 on the Revised Plat of Section XIII of Interchange City Industrial Park, of record in Book 4675, page 112, Register's Office of Davidson County, Tennessee, said Section XIII having been conveyed to Crescent Properties Company, by deeds of record in Book 5305, page 578 and Book 5317, page 242, Register's Office of Davidson County, Tennessee; thence,

1) S 58° 35' 44" E, a distance of 96.16' with Crescent Properties Company's south line to an iron pin; thence,

2) S 81° 28' 44" E, a distance of 746.24' with Crescent Properties Company's south line to an iron pin; thence,

3) N 44° 27' 41" E, a distance of 121.30' with Crescent Properties Company's east line to an iron pin; thence,

4) S 83° 13' 29" E, a distance of 46.24' to an iron pin; thence,

5) N 8° 30' 41" E, a distance of 62.34' to an iron pin; thence,

6) Continuing with Crescent Properties Company's east line, N 44° 27' 41" E, a distance of 456.96' to an iron pin in the center line of a railroad spur; thence,

7) S 75° 28' E, with the center line of said railroad spur, and at 141.81' passing the southwest corner of property conveyed to Amtrol, Inc. by deed of record in Book 5271, page 929, R.O.D.C., Tennessee, and continuing with the south line of the Amtrol, Inc. property, 114.03 feet, for a total distance of 255.84', to an iron pin at the northwest corner of property conveyed to Santa Fe Equipment Company by deed of record in Book 5392, page 124, R.O.D.C., Tennessee; thence,

8) S 14° 32' W, a distance of 30.00' to an iron pin in Santa Fe Equipment Company's west line; thence,

5305 10/31 142.50 CHECK

9) S 44° 16' W, passing Santa Fe Equipment Company's corner at 3.54' and continuing 900.00' for a total distance of 903.54' to an iron pin at a common corner of two tracts conveyed to the Industrial Board of the Metropolitan Government of Nashville and Davidson County, by deeds of record in Book 4622, page 287 and Deed Book 5775, page 401, said Register's Office; thence,

10) N 14° 23' 22" W, a distance of 214.78' to an iron pin; thence,

11) N 81° 28' 44" W, a distance of 783.98' with the north line of the Industrial Board, McDowell Development Corporation and Ralph Rogers and Company, Inc. properties to an iron pin in the north line of said Ralph Rogers and Company, Inc.'s property, said property having been acquired by deed of record in Book 5639, page 288, R.O.D.C., Tennessee; thence,

12) N 58° 35' 44" W, a distance of 109.78' with Rogers' line to an iron pin on the easterly margin of Heil-Quaker Boulevard; thence,

13) Northerly with a curve to the left along the easterly margin of Heil-Quaker Boulevard, said curve having a radius of 1175.92' and a central angle of 2° 56' 12" (and a chord bearing and distance of N 32° 57' 57" E, 60.26'), a distance of 60.27' to the point of beginning and containing 5.521 acres according to a survey by John W. Massey, dated December 14, 1981.

Being a portion of the property conveyed to McDowell Development Corporation by warranty deed from E. W. Waldron, Jr. and wife, Inez M. Waldron, Vester Waldron and wife, Charlene J. Waldron, and Roy M. Waldron and wife, Joyce Waldron, of record in Book 4466, page 216, and by warranty deed from Willie Lee Tune and wife, Willie Dell Tune, of record in Book 4419, page 194, R.O.D.C., Tennessee.

This conveyance is expressly subject to the following:

1. A twenty-foot sanitary sewer easement granted by instrument of record in Book 4779, page 818, said Register's Office, extending ten feet on either side of and running parallel to an existing sewer line.

2. A thirty-five foot easement bordered on the north by the centerline of said Track No. 390 and on the south by a line parallel to and thirty-five feet from said centerline, for the operation upon said Track No. 390 by the L & N Railroad Company; and this conveyance and the use of said property shall be subject to any and all agreements made between McDowell Development Corporation and the Louisville and Nashville Railroad Company pertaining to said Track No. 390 and said thirty-five foot easement.

3. A drainage easement adjacent to said sewer easement across the northerly portion of the property.

4. The encroachment of a chain link fence along the common boundary between the property herein conveyed and the property conveyed to Ralph Rogers & Company, Inc. by deed of record in Book 5639, page 288, said Register's Office.

5. The encroachment of a gravel drive on the front portion of the strip of property fronting on Heil-Quaker Boulevard.

6. Restrictive covenants of record in Book 4673, page 508, said Register's Office.

By receipt and acceptance of this Deed, Hennessy Industries, Inc. hereby acknowledges its agreement that McDowell Development Corporation shall have the right to approve, which approval shall not be unreasonably withheld, the composition of the exterior of all structures to be built by Hennessy Industries, Inc., its successors and assigns, upon the property herein conveyed, and Hennessy Industries, Inc. hereby agrees to obtain such written approval prior to commencment of construction. It is further agreed that the rights of McDowell Development Corporation to approve the composition of the exterior of such structures shall be a restrictive covenant running with said land. In addition, Hennessy Industries, Inc. acknowledges that it understands that the property conveyed herewith cannot be used as a building site unless approval is given by the Metropolitan Planning Commission of Nashville and Davidson County, Tennessee.

Hennessy Industries, Inc. further understands that the purchase price does not include and that it shall be required to pay all fees for sewer and water taps and all fees for water and sewerage treatment privileges and charges, and the like.

This is unimproved ( ) improved (XX) property, known as ..... (House Number) ..... (Street) P. O. Address: ..... (City or Town)

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Hennessy Industries, Inc., its successors ~~heirs~~ *and assigns, forever.*

And Grantor does *covenant with the said* Hennessy Industries, Inc., *that* it is *lawfully seized and possessed of said land in fee simple;* has ~~have~~ *a good right to convey it, and the same is unencumbered,* except as set forth above.

And Grantor does ~~do~~ *further covenant and bind* itself, its successors ~~heirs~~ *and representatives, to warrant and forever defend the title to the said land to the said* Hennessy Industries, Inc., its successors ~~heirs~~ *and assigns against the lawful claims of all persons whomsoever.*

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers on the date appearing in the acknowledgment below to make this conveyance on the 30th day of December, 1981.

McDOWELL DEVELOPMENT CORPORATION

By: [signature]
Title: President

ATTEST:

[signature]
Title: Asst. Secretary

BOOK 5835 PAGE 929

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert A. McDowell, Jr. and Lawrence L. Thompson, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the President and Asst. Treasurer, respectively, of McDowell Development Corporation, the within named bargainor, a corporation, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by Robert A. McDowell Jr as such President and attesting thereto by Lawrence L. Thompson as such Asst. Treasurer.

WITNESS my hand and official seal at Nashville, Tennessee, this 30th day of December, 1981.

Evonne M. Pollard
Notary Public

My Commission Expires:

1-20-85

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $50,000.00.

William H. Berry, Jr.
Affiant

Subscribed and sworn to before me, this 30th day of December, 1981.

Helen Hamilton Short
Notary Public

My Commission Expires:

My Commission Expires July 21, 1985

G 7 3 7 5 0

IDENTIFICATION REFERENCE

DEC 31 10 42 AM '81

FELIX ZANDMAN CLERK & REGISTER
DAVIDSON COUNTY, TENN.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5835 PAGE 930

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
			50000.00-	CO
			130.00	CO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	142.50-
5305A	12/31/81		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 7 3 7 5 0 1

IDENTIF. REFERENCE

DEC 31 10 42 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 860127