FROM: BOOK 6093 PAGE 26

THE CUMBERLAND GROUP, INC.

TO:

DUKES, DUKES AND LEDFORD

For draftsman's use

THIS INSTRUMENT PREPARED BY
AND MAIL TO
A. HARRISON JOHNSON, JR., ATTY
FLOOR
FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Dukes, Dukes and Ledford (NAME)	SAME (NAME)	Map 93-6-2
Suite 818 Nashville City Bk Bldg (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 58
Nashville, TN 37201 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

H59682

IDENTIF. REFERENCE

JUL 12 12 42 PM '83

FELIX Z. HILLSMAN, JR. REGISTER
DAVIDSON COUNTY, TN

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 1.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th DAY OF June 1983

Notary Public

MY COMMISSION EXPIRES: 10-15-83

(AFFIX SEAL)

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) and for other good and valuable consideration, CUMBERLAND GROUP, INC., a Tennessee corporation, does hereby quitclaim and convey unto DUKES, DUKES AND LEDFORD, a Tennessee general partnership comprised of Glenn G. Dukes, Buddy R. Dukes and Thomas E. Ledford, its successors and assigns, all of its right, title and interest as a partner in the firm of D & H Investments, and in its assets, goodwill and firm name, and all its rights under the Partnership Agreement dated February 26, 1980, affecting that certain parcel of real property located in Davidson County, Tennessee, and being more particularly described on Exhibit A attached hereto. A copy of Sale of Partnership Interest in D & H Investments dated October 8, 1980, by and between Horton W. Horton, Seller therein, and Glenn G. Dukes and Buddy R. Dukes, Purchasers therein, is attached hereto as Exhibit B.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed this the 30 day of June, 1983.

CUMBERLAND GROUP, INC.,
A Tennessee Corporation

By: Buddy R. Dukes
Buddy R. Dukes, President

By:
Glenn G. Dukes, Secretary

1014 07/12 21.00- CHECK-

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Buddy R. Dukes and Glenn G. Dukes, with whom I am personally acquainted, and who, upon their several oaths, acknowledged themselves to be President and Secretary, respectively, of CUMBERLAND GROUP, INC. the within named bargainor, a Tennessee corporation, and that they as such officers, being authorized so to do, executed the within instrument for the purpose therein contained, by signing the within instrument for the purpose therein contained, by signing the name of the corporation by themselves as such officers.

Witness my hand and seal, at office in Nashville, Tennessee, this 30 day of June, 1983.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-15-83

EXHIBIT A

Being the improved real property known as 133-135 Second Avenue North in Nashville, Davidson County, Tennessee, located in the First Civil District and the 13th Councilmanic District of the Metropolitan Government of Nashville and Davidson County, more particularly described as follows:

Being part of lot No. 29 on the Plan of the Original Town of Nashville, not of record, described as follows:

Beginning on the westerly margin of Second Avenue, North, formerly Market Street, as widened, at the northeast corner of the property conveyed to Louie Gasser by deed from John V. Orman, et al, of record in Book 1320, page 100, Register's Office for said County; thence with said Avenue northwardly 45 feet, more or less, to the center of an 18 inch wall, the southeast corner of the property conveyed to Hugh F. Smith, Jr. and wife, by deed from Mae K. Metz and husband, of record in Book 1306, page 19, said Register's Office; thence with the center of said wall and with the southerly line of said Smith property westwardly 85 feet, more or less, to the easterly margin of an alley; thence with said alley southwardly, 45 feet, more or less, to the northwest corner of said Gasser property; thence with said Gasser's northerly line eastwardly 85 feet, more or less, to the beginning.

Being the same property conveyed to Landmark Contracting, Inc, D & H Investments, The Cumberland Group, Inc. and Market Street Development Corporation by Installment Deed from Valerie Feldman Pargh of record in Book 5571, page 88, Register's Office for Davidson County, Tennessee.

EXHIBIT B BOOK 6093 PAGE 29

SALE OF PARTNERSHIP INTEREST IN D & H INVESTMENTS

In consideration of the sum of Twenty Three Thousand Dollars ($23,000) paid by Glenn G. Dukes and Buddy R. Dukes ("Purchasers") to Horton W. Horton, Jr. ("Seller"), Seller agrees with Purchasers, the remaining partners of D & H Investments, as follows:

1. Assignment of Interest. Seller hereby irrevocably assigns, transfers, and sets over to each of Purchasers a one-half share of all his right, title, and interest as a partner in the firm of D & H Investments, and in its assets, goodwill, and firm name, and all his rights under the Partnership Agreement dated February 26, 1980. In addition, Seller's wife, Mrs. Horton W. Horton, Jr. hereby transfers and relinquishes any interest she may have in any partnership property. Seller and Purchasers acknowledge that the property described in the attached Schedule A is partnership property.

2. Continuation of Partnership Business. Purchasers may continue to carry on the business of D & H Investments under its firm name.

3. Responsibility for Taxes on Share of Profits. Seller shall be responsible for and pay all income taxes on his share of the profits of the firm for its fiscal year ending October 8, 1980, which profits are included in the above consideration, as well as such other taxes as may be assessed against him.

4. Removal of Personal Property. Seller shall remove his personal property from the firm premises as promptly as may be convenient, but in any event no later than sixty (60) days after the date hereof.

5. Right to Compete. Seller may engage, alone or with others, in a line of business similar to that of the firm's. Seller shall have the right, until January 8, 1981, to inspect the books and records of the firm for, among other things, the purpose of making a list of persons and corporations with which the firm may presently be doing business.

6. Announcement. Appropriate announcement will be made by the firm to the effect that Seller has completely disposed of his interest as a partner in the firm.

7. Mutual Release. Seller's execution and delivery of this Agreement and his acceptance thereof shall operate as a full mutual release and discharge of all past and present claims and obligations whatsoever as between the firm, each of the Purchasers, and Seller.

8. Assumption or Indemnification of Partnership Liabilities. Purchasers agree to assume all liabilities of the partnership and, further, agree to attempt to obtain from all debtors of the partnership releases with respect to any liability on the part of Seller. If unsuccessful in obtaining such releases, Purchasers agree to indemnify and hold harmless Seller with respect to any liability for partnership debts.

This Agreement shall be governed by, and construed in accordance with the laws of the State of Tennessee. Should any provision of the Agreement be held to be unlawful, all other provisions are to remain in full force and effect.

The undersigned acknowledge that this document constitutes the entire agreement between the parties; all previous negotiations and agreements are superseded by this Agreement. This Agreement may be modified or amended only by writing executed by all parties to the Agreement.

Executed this 8th day of October, 1980.

Horton W. Horton
HORTON W. HORTON, JR. ~~DAD~~, ~~SR~~,
HWH

ACCEPTED:

Mrs. Horton W. Horton
MRS. HORTON W. HORTON, JR. ~~WD~~, ~~SR~~
HWH

GLENN G. DUKES

Buddy R. Dukes
BUDDY R. DUKES

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Nancy D. Crowell, a Notary Public in and for said County and State, the within named HORTON W. HORTON, ~~JR.~~, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 9th day of October, 1980.

Nancy D. Crowell
Notary Public

My Commission Expires: Oct. 17, 1982

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Nancy D. Crowell, a Notary Public in and for said County and State, the within named MRS. HORTON W. HORTON, ~~the~~ the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 9th day of October, 1980.

Nancy D. Crowell
Notary Public

My Commission Expires: Oct. 17, 1982

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Nancy D. Crowell, a Notary Public in and for said County and State, the within named GLENN G. DUKES, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 9th day of October, 1980.

Nancy D. Crowell
Notary Public

My Commission Expires: Oct. 17, 1982

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Nancy D. Crowell, a Notary Public in and for said County and State, the within named BUDDY R. DUKES, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 9th day of October, 1980.

Nancy D. Crowell
Notary Public

My Commission Expires: Oct. 17, 1982

DUKES REALTY ACCOUNT
1728
SUITE 818 NASHVILLE CITY BANK BLDG
NASHVILLE, TN 37201

C

283

87-5
640

10/9 19 50

PAY TO THE ORDER OF Horton W. Horton $ 23,000.00

Twenty three thousand and 00/00 DOLLARS

Nashville CityBank

FOR Purchase of partnership agreement Dr Hortons interest.

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