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

WARRANTY DEED

BOOK 6147 PAGE 427

Address New Owner:	Send Tax Bills To:	Map-Parcel Nos.
Richard J. Eskind, Trustee, et al. P. O. Box 1182 Nashville, TN 37202	Same	82-4-264 82-4-265

For and in Consideration of the sum of Five Hundred Twenty-Six Thousand Dollars ($526,000.00), cash in hand paid, the receipt of which is hereby acknowledged, Blue Bell, Inc., a Delaware corporation, with its principal office in Greensboro, North Carolina, (the "Grantor") has bargained and sold, and by these presents does transfer and convey the following undivided interests to the grantees hereinafter named (hereinafter collectively referred to as the "Grantees"): a sixty-four percent (64%) undivided interest to Richard J. Eskind, Substitute Trustee, under an Irrevocable Trust Agreement, dated June 1, 1965, by and between Noah Liff, as Grantor, and Joe Kraft, as Trustee, said Irrevocable Trust Agreement and Appointment of Substitute Trustee being of record in Book 3975, page 909, and Book 4012, page 932, respectively, Register's Office of Davidson County, Tennessee; a sixteen percent (16%) undivided interest to Richard J. Eskind, Substitute Trustee, under an Irrevocable Trust Agreement, dated June 1, 1965, by and between Mitchell J. Magid, as Grantor, and Joe Kraft, as Trustee, said Irrevocable Trust Agreement and Appointment of Substitute Trustee being of record in Book 3975, page 923, and Book 4386, page 602, respectively, said Register's Office; a ten percent (10%) undivided interest to Shirley Freeman; and a ten percent (10%) undivided interest to Faye Freeman Serkin, their respective successors, heirs, and assigns, the following tracts of land located in Davidson County, Tennessee, described as follows to-wit:

The tracts or parcels of land described as Tracts 1 and 2 on Exhibit A attached hereto, which is hereby incorporated herein by reference as fully as if set forth verbatim herein.

This conveyance is expressly subject to the following:

1. A lien for 1983 real property taxes, which have been prorated and are assumed by the Grantees.

2. An easement for a sanitary sewer granted the City of Nashville by instrument of record in Book 2096, page 358, said Register's Office, and the sewer line running along the easterly boundary of Tract 1.

3. Slope easements granted the State of Tennessee in the Warranty Deed of record in Book 4084, page 758, said Register's Office, and the Consent Judgment of record in Book 4141, page 876, said Register's Office.

4. An easement for an existing waterline running along the westerly boundary of Tract 1 and crossing the property in the northwesterly corner of said tract.

5. An easement for the flow and flood of a creek crossing the easterly part of Tract 1 in a generally north and south direction.

6. A lease agreement dated July 13, 1967 between Louisville & Nashville Railroad Company and J. W. Carter & Co., and a lease agreement dated September 11, 1972, between Louisville & Nashville Railroad Company and Blue Bell Boots, a division of Blue Bell, Inc.

7. A contract dated November 29, 1924 between Louisville & Nashville Railroad Company and J. W. Carter Co. pertaining to a cast iron water pipeline.

8. The lease agreement by and between The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County, Tennessee, and Blue Bell, Inc., dated November 1, 1972, of record in Book 4652, page 276, said Register's Office.

9. Rights of others, if any, in the fifteen foot strip comprising the easterly part of Tract 2.

This is improved property, known as Granada Avenue, Nashville, Tennessee.

To Have and to Hold the said tracts or parcels of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their respective successors, heirs, and assigns, forever.

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

And Grantor does further covenant and bind itself, its successors and assigns, to the said Grantees, their respective successors, heirs, and assigns, to warrant and forever defend the title to the said land to the said Grantees, their respective successors, heirs, and assigns, against the lawful claims of all persons whomsoever.

R. S. LeMatty joins herein for the purpose of acknowledging that he was formerly Vice President of Blue Bell Boots, Inc., a Delaware corporation, which was dissolved on August 19, 1968, that at the time of the dissolution of Blue Bell Boots, Inc., Blue Bell, Inc., a Delaware corporation with its principal office in Greensboro, North Carolina, was the sole stockholder of Blue Bell Boots, Inc., and that all property of Blue Bell Boots, Inc. was transferred to Blue Bell, Inc., as sole stockholder, upon the dissolution of Blue Bell Boots, Inc.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on the dates indicated in the acknowledgments below, to make this conveyance effective the 29TH day of SEPTEMBER, 1983, Blue Bell, Inc. having caused this instrument to be executed by its duly authorized officers.

BLUE BELL, INC.

By: Gordon L. Washington
Vice President

ATTEST:

Terry L. Weatherford
Secretary

R L McMatt

STATE OF North Carolina)
COUNTY OF Guilford)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared G. L. Washington and T. L. Weatherford, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Vice President and Secretary, respectively, of Blue Bell, Inc., the within named bargainor, a corporation, and that they as such officers executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by the said G. L. Washington as Vice President and attesting the same by the said T. L. Weatherford as Secretary.

WITNESS my hand, at office in Greensboro Guilford County, North Carolina, this 28th day of September, 1983.

Tina S. Page
Notary Public

TINA S. PAGE NOTARY PUBLIC GUILFORD COUNTY, N.C.

My Commission Expires:
My Commission Expires October 1, 1985

STATE OF North Carolina
COUNTY OF Guilford

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, R L McMatt, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 28th day of September, 1983.

Tina S. Page
Notary Public

TINA S. PAGE NOTARY PUBLIC GUILFORD COUNTY, N.C.

My Commission Expires:
My Commission Expires October 1, 1985

STATE OF Tennessee)
COUNTY OF Davidson)

BOOK 6147 PAGE 431

The actual consideration or value, whichever is greater, for this transfer is $526,000.00.

Thomas Davidson Steele
Affiant

Subscribed and sworn to before me, this 29 day of ~~October~~ September, 1983.

Anne M Date
Notary Public

My Commission Expires:

7-27-86

EXHIBIT A TO
WARRANTY DEED

Tract 1

Being a tract of land lying in the 2nd Civil District, Davidson County, Tennessee, being Parcel 264 on Metropolitan Property Map 82-4, Register's Office of Davidson County, and more particularly described as follows:

1. Beginning at an iron pin in the easterly margin of the Louisville and Nashville Railroad right-of-way, said iron pin being where the easterly margin of the Louisville and Nashville Railroad right-of-way intersects the southerly right-of-way of Granada Avenue; thence,

2. With the southerly right-of-way of Granada Avenue, S 82° 40' 36" E, 560.57 feet to an iron pin; thence,

3. Leaving the southerly right-of-way of Granada Avenue, S 08° 01' 57" W, 150.00 feet to an iron pin; thence,

4. S 08° 01' 57" W, 227.19 feet to a fence corner, said fence corner falling in the northerly line of an access road; thence,

5. With the northerly line of the access road and with a curve, said curve having a central angle of 1° 24' 22" and a radius of 1858.2081 feet, a distance of 45.605 feet to an iron pin; thence,

6. N 36° 15' 40" W, 20.00 feet to an iron pin; thence,

7. S 53° 44' 34" W, 100.00 feet to an iron pin; thence,

8. S 36° 15' 40" E, 20.00 feet to a concrete monument; thence,

9. S 53° 44' 19" W, 64.47 feet to an iron pin; thence,

10. N 61° 46' 25" W, 565.43 feet to an iron pin in the easterly margin of the Louisville and Nashville Railroad right-of-way; thence,

11. With the easterly margin of the Louisville and Nashville Railroad right-of-way, N 28° 13' 35" E, 344.49 feet to the point of beginning and containing 6.207 acres.

Being a part of the same property conveyed to Blue Bell Boots, Inc. by deed from Blue Bell, Inc., of record in Book 4202, page 228, said Register's Office, Blue Bell, Inc. having succeeded to said property upon the dissolution of Blue Bell Boots, Inc., its wholly-owned subsidiary, and being a part of the property conveyed to Blue Bell, Inc. by deed from The Tennessee Lumber Company, Inc., of record in Book 4617, page 679, said Register's Office.

The foregoing description is intended to describe correctly all of the property acquired by Blue Bell Boots, Inc. in said deed from Blue Bell, Inc., and acquired by Blue Bell, Inc. in said deed from The Tennessee Lumber Company, Inc., except for the tract conveyed to The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County by Blue Bell, Inc. by deed of record in Book 4652, page 273, said Register's Office.

Being a tract of land lying in the 2nd Civil District, Davidson County, Tennessee, being Parcel 265 on Metropolitan Property Map 82-4, Register's Office of Davidson County, and more particularly described as follows:

1. Beginning at an iron pin in the southerly right-of-way of Granada Avenue, said iron pin being S 82° 40' 36" E, a distance of 560.57 feet from the iron pin located at the intersection of the easterly margin of the right-of-way of the Louisville and Nashville Railroad, and the southerly right-of-way of Granada Avenue; thence,

2. Continuing with the southerly right-of-way of Granada Avenue, S 82° 40' 36" E, 55.00 feet to an iron pin; thence,

3. Leaving the southerly right-of-way of Granada Avenue, S 08° 01' 57" W, 60.04 feet to an iron pin; thence,

4. S 82° 34' 21" E, 131.00 feet to an iron in the westerly right-of-way of Apex Street; thence,

5. With the westerly right-of-way of Apex Street, S 04° 34' 17" W, 14.99 feet to an iron pin in concrete; thence,

6. Leaving the westerly right-of-way of Apex Street, N 82° 34' 21" W, 136.90 feet to an iron pin; thence,

7. S 08° 01' 57" W, 75.00 feet to an iron pin; thence,

8. N 82° 40' 36" W, 50.00 feet to an iron pin; thence,

9. N 08° 01' 57" E, 150.00 feet to the point of beginning and containing 0.2259 acres.

Being the same property conveyed to J. W. Carter Company by deed of record in Book 4150, page 758, Register's Office of Davidson County, Tennessee, Blue Bell, Inc. having acquired said property by merger of J. W. Carter Company into Blue Bell, Inc.

RUSH

H 7.7.0 6 2

IDENTIF. REFERENCE

Sep 29 4 01 PM '83

FELIX A. ... REGISTER
DAVIDSON COUNTY, TN

09/29/1389.10- CHECK

1493

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6147 PAGE 434

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
			526000.00- CO	
			1367.60 CO TX	
			.50 PRFEE	
			21.00 WDEED	
			CHECK 1389.10-	
			1493A09/29/83 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 7-7.0 6 2

IDENTIF. REFERENCE

SEP 29 4 01 PM '83

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 982673