Map 94
Parcel 17.

THIS INSTRUMENT PREPARED BY:
WILLIAM C. RIEDER
HAYNES, HULL, SMOOT & RIEDER, P.A.
214 N. ATLANTIC STREET
POST OFFICE BOX 878
TULLAHOMA, TENNESSEE 37388

W A R R A N T Y D E E D

BOOK 6360 PAGE 910

FOR AND IN CONSIDERATION of the sum of ONE ($1.00) DOLLAR, cash in hand paid, the receipt of which is hereby acknowledged, and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, we, the MGMWT COMPANY, A PARTNERSHIP, CONSISTING ENTIRELY OF OLLIE F. MINTON, JR., H. P. MINTON, HOMER F. TIDWELL, KATHERINE W. WALKER, EXECUTRIX AND SOLE BENEFICIARY OF THE ESTATE OF JACK D. WALKER AND ASHLAND CITY BANK & TRUST COMPANY, has this day bargained and sold, and do by these presents hereby sell, transfer and convey unto THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, its successors and assigns, a certain tract or parcel of real estate lying in the Third (formerly Fifteenth) Civil District of Davidson County, State of Tennessee, being more particularly bounded and described as follows, to-wit:

> Land in the Third, formerly Fifteenth Civil District of Davidson County, Tennessee, being part of Lot 3 of the Lewis Jones lands and being known as part of Tract No. 1 on the map of subdivision of George D. Payne property by M. Cunniff, as described according to survey by Barge, Waggoner and Sumner, Inc., of May 31, 1968 as follows:
>
> BEGINNING at a point in the western boundary of Omohundro Drive (Old Pumping Station Road) where said drive intersects the right-of-way of the Tennessee Central Railway; thence north along a fence line; South 4° 30' East, 493.36 feet to a point, then with the curve in said drive to the west, then with the westerly curve of said drive with a chord South 56° 15' East, 354.91 feet to a point; thence with the fence line North 82° East 344.84 feet to the northwest corner of the property; thence with the fence line North 13° West along a 24-foot lane 488.47 feet to a point; thence North 13° West 6 feet to a point; thence North 43° East 82 feet to a point; thence North 7° West 276 feet to an iron pin in the southwest corner of the property and on the boundary of the Tennessee Central Railway right-of-way, then with said right-of-way South 85° 30' West, 218 feet to a point; and thence continuing with said right-of-way along a curve with a chord, South 59° 58' 19" West, 484.49 feet to the point of beginning, containing a total area of 11.25 acres.

2708 08/16 27.00- CHECK

Being the same property conveyed to MGMWT Co., a Partnership, by deed from Wilson Sims, of record in Book 5262, page 621, Register's Office of Davidson County, Tennessee.

The original partnership consisted of Ollie F. Minton, Jr., H. P. Minton, Jack D. Walker, Homer J. Tidwell, Jr., and Robert G. Graham, Jr. The said Robert Graham, Jr., assigned his interest in and to 50 percent of his interest in and to the aforesaid partnership to Mr. Overton Lea though an Assignment of Partnership Interest. The said Robert G. Graham, Jr., and Overton Lea, conveyed their respective interests in and to the assets of the MGMWT Company, a Partnership, to Mr. Homer J. Tidwell, Jr., by documents dated March 27, 1981, copies of which are attached hereto as Collective Exhibit "A" to this Warranty Deed. The said Homer J. Tidwell, Jr., conveyed the interest in and to the MGMWT Company partnership from the aforesaid Robert G. Graham, Jr., and Overton Lea to Ashland City Bank & Trust Company, by instrument dated February 16, 1982, a copy of which is attached hereto as Exhibit "B" to this Warranty Deed. The said Robert G. Graham, Jr. and Overton Lea have joined in this conveyance for the purpose of conveying any interest they may have in the subject property. The said Jack D. Walker, died testate in Coffee County, Tennessee on July 21, 1980 and the said Katherine W. Walker, was named as the sole beneficiary of his estate and the Executrix of his Last Will and Testament pursuant to his Last Will and Testament of record in Will Book 6, page 198, et seq., Office of the County Court Clerk of Coffee County, Tennessee. Therefore, Ollie F. Minton, Jr., H. P. Minton, Homer J. Tidwell, Jr., Katherine W. Walker, and Ashland City Bank & Trust Company, compose the entire membership of the partnership of MGMWT Company, and are the sole owners of all assets of said partnership.

TO HAVE AND TO HOLD the above described property unto the said METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, its successors and assigns, forever.

WE COVENANT that we are lawfully seized and possessed of said property; that we have a good and legal right to sell and convey the same, and that said property is free, clear and unencumbered.

WE FURTHER COVENANT and bind ourselves, our heirs and assigns, to forever warrant and defend the title thereto unto the said METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, MGMWT COMPANY, A Partnership, by and through its entire membership composed of OLLIE F. MINTON, JR., H. P. MINTON, HOMER J. TIDWELL, JR., KATHERINE W. WALKER, the sole beneficiary and Executrix of the Estate of Jack D. Walker, Deceased, and ASHLAND CITY BANK & TRUST COMPANY, this ____ day of _____, 1984.

ROBERT G. GRAHAM, JR. and OVERTON LEA join in this conveyance for the purpose of quitclaiming and conveying any interest which they may have in the subject property to the Grantee herein.

MGMWT COMPANY, A Partnership

BY: _____
OLLIE F. MINTON, JR.

BY: _____
H. P. MINTON

BY: _____
HOMER J. TIDWELL

BY: _____
KATHERINE W. WALKER,
Individually and as sole beneficiary and Executrix of the Estate of Jack D. Walker, Deceased, pursuant to the provisions of the Last Will and Testament of Jack D. Walker, Deceased of record in Will Book 6, page 198, et seq., Office of the County Court Clerk of Coffee County, Tennessee and as Executrix of the Estate of Jack D. Walker, Deceased.

ASHLAND CITY BANK & TRUST COMPANY

BY: _____
HOMER F. TIDWELL, President

_____
ROBERT G. GRAHAM, JR.

_____
OVERTON LEA

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY appeared before me the undersigned Notary Public in and for said County and State, the within named bargainors, OLLIE F. MINTON, JR., and H. P. MINTON, with whom I am personally acquainted and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL this 27th day of July, 1984.

NOTARY PUBLIC

My Commission expires:
7/31/84

STATE OF TENNESSEE
COUNTY OF Cheatham

BOOK 6360 PAGE 913

PERSONALLY appeared before me the undersigned Notary Public in and for the County and State, the within named bargainor, HOMER J. TIDWELL, JR., with whom I am personally acquainted and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL this 28th day of July, 1984.

NOTARY PUBLIC

My Commission expires:
5-20-85

STATE OF TENNESSEE
COUNTY OF COFFEE

PERSONALLY appeared before me the undersigned Notary Public in and for the County and State, the within named bargainor, KATHERINE W. WALKER, Individually and as sole beneficiary and Executrix of the Estate of Jack D. Walker, Deceased, pursuant to the provisions of the Last Will and Testament of Jack D. Walker, Deceased, of record in Will Book 6, page 198, et seq., Office of the County Court Clerk of Coffee County, Tennessee, with whom I am personally acquainted and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL this 25th day of July, 1984.

NOTARY PUBLIC

My Commission expires:
1-24-86

STATE OF TENNESSEE
COUNTY OF Cheatham

PERSONALLY appeared before me the undersigned Notary Public in and for the County and State, the within named bargainor, HOMER J. TIDWELL, JR., with whom I am personally acquainted and who upon oath acknowledged himself to be President of the Ashland City Bank & Trust Company, the within named bargainor, a Corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

WITNESS MY HAND AND OFFICIAL SEAL this 26th day of July, 1984.

NOTARY PUBLIC

My Commission expires:
5-20-85

STATE OF Tennessee
COUNTY OF Cheatham

BOOK 6360 PAGE 914

PERSONALLY appeared before me the undersigned Notary Public in and for the County and State, the within named bargainor, ROBERT G. GRAHAM, JR., with whom I am personally acquainted and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL this 26th day of July, 1984.

NOTARY PUBLIC

My Commission expires:
7/31/84

STATE OF Tennessee
COUNTY OF Davidson

PERSONALLY appeared before me the undersigned Notary Public in and for the County and State, the within named bargainor, OVERTON LEA, with whom I am personally acquainted and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL this 27th day of July, 1984.

NOTARY PUBLIC

My Commission expires:
7/31/84

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $_____, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

_____
Affiant

SWORN TO AND SUBSCRIBED TO before me, a Notary Public, this ____ day of _____, 1984.

_____
NOTARY PUBLIC

My Commission expires:
_____

REAL PROPERTY TAX RESPONSIBILITY:

_____
_____
_____

Original of this instrument filed in Registers Office of Davidson County 4/13/81

ASSIGNMENT OF PARTNERSHIP INTEREST

For and in consideration of the sum of $8,049.75 the receipt of which is hereby acknowledged, I, Robert G. Graham, Jr., hereby assign my remaining interest in and to the MGMWT Co., a partnership, to Homer J. Tidwell, Jr., Ashland City, Tennessee.

BOOK 6360 PAGE 915

Executed this 27th day of March, 1981.

Robert G. Graham, Jr.

Accepted by:

Homer J. Tidwell, Jr.

Witness Ruth Bimbley
104 Spring St.
Ashland City, Tenn.
3-27-81

COLLECTIVE EXHIBIT "A"

ASSIGNMENT OF PARTNERSHIP INTEREST

AGREEMENT made this 27 day of March, 1981, between OVERTON LEA, hereinafter referred to as "Seller" and HOMER J. TIDWELL, JR., hereinafter referred to as "Purchaser."

WHEREAS, on March 26, 1979, for consideration given, Robert G. Graham, Jr., assigned to Seller fifty percent (50%) of his interest in and to the MGMWT Co., a partnership, consisting of Ollie F. Minton, Jr., H. P. Minton, Jack D. Walker, Robert G. Graham, Jr., and Homer J. Tidwell, Jr. (Purchaser), whereby Robert G. Graham, Jr., and Overton Lea were to share equally in any profits and losses from their partnership interest in the MGMWT Co.; and

BOOK 6360 PAGE 916

WHEREAS, Seller desires to sell the interest in MGMWT Co. which he purchased from Robert G. Graham, Jr., to Purchaser and Purchaser desires to purchase said interest from Seller.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Seller does hereby assign his interest in the MGMWT Co. to Purchaser for the sum of Thirteen Thousand Five Hundred Dollars ($13,500.00), which sum shall be paid to Seller immediately upon execution of this agreement by the parties.

2. Purchaser agrees to assume and pay Seller's obligation to Wilson Sims in the sum of Three Thousand Four Hundred Forty-Three and 80/100 Dollars ($3,443.80) which obligation matured on March 15, 1981.

3. Purchaser further agrees to assume all future financial obligations which arise as a result of his ownership of the interest in MGMWT Co. assigned to him by Seller, including, but not limited to, the annual payments owed to Wilson Sims on the note dated March 15, 1978 on which Ollie F. Minton, Jr., H. P. Minto

R. G. Graham, Jr., Jack D. Walker and Homer F. Tidwell, Jr. (Purchaser), are jointly and severally obligated.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

OVERTON LEA

SELLER

HOMER F. TIDWELL, JR.

PURCHASER

STATE OF TENNESSEE)

COUNTY OF CHEATHAM)

BOOK 6360 PAGE 917

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Overton Lea (Seller) and Homer F. Tidwelll, Jr. (Purchaser), 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 27th day of March, 1981.

Notary Public

My Commission Expires:

2-25-81

CONTRACT OF SALE

THIS CONTRACT made and entered into this 16 day of ~~January~~ Feb, 1982, by and between Homer J. Tidwell, Jr. and Ashland City Bank and Trust Company, a Tennessee banking corporation;

WITNESSETH:

BOOK 6360 PAGE 918

For and in consideration of the sum of Twenty-eight thousand four hundred thirty-seven and 35/100 dollars ($28,437.35) plus interest payable to the order of Third National Bank from March 27, 1981, Homer J. Tidwell, Jr. does hereby transfer and convey to Ashland City Bank and Trust Company all right, title, claim, and interest in and to the interests of R. G. Graham, Jr. and Overton Lea purchased by Homer J. Tidwell, Jr. on behalf of Ashland City Bank and Trust Company on or about March 27, 1981, said one-fifth interest to be the property of Ashland City Bank and Trust Company according to the terms of a Contract for Sale of Real Estate dated February 10, 1978, by and between Wilson Sims, the seller, and Ollie F. Minton, Jr., H. P. Minton, R. G. Graham, Jr., Jack D. Walker, and Homer J. Tidwell, Jr. A copy of said Contract for Sale of Real Estate is attached to this contract and incorporated herein by reference. Upon the completion of this agreement said property shall be owned jointly and severally as follows: Ollie F. Minton, Jr., twenty percent; H. P. Minton, twenty percent; Ashland City Bank and Trust Company, twenty percent; Jack D. Walker, twenty percent; and Homer J. Tidwell, Jr., individually, twenty percent.

Homer J. Tidwell, Jr. warrants that he has a good and valid title to said ~~interests in~~ said property herein conveyed; that he has a good and valid right to convey the same; and that the same is unencumbered except as reflected in the Contract for Sale of Real Estate dated February 10, 1978.

This 16 day of ~~January,~~ Feb, 1982.

Homer J. Tidwell Jr.
HOMER J. TIDWELL, JR.

EXHIBIT "B"

RUSH

REGISTER'S OFFICE DAVIDSON COUNTY, TN

AUG 16 12 11 PM '84

IDENTIF. REFERENCE

143472