B6423

Address New Owner as follow:	Send tax bills to:	Map & Parcel
Vern Benke, Jr., etux 3328 Smith Springs Road Antioch, Tenn. 37013	Same	Map 151 P/O Par 7 2D-44460

WARRANTY DEED BOOK 6367 PAGE 691

FOR AND IN CONSIDERATION of Ten Dollars, cash in hand paid by the hereinafter named Grantees and other good and valuable considerations, the receipt of which is hereby acknowledged, Virgie L. Alcorn, a widow, hereinafter called the Grantor, has bargained and sold and by these presents do transfer and convey unto the said Vern Benke, Jr. and wife, Linda Benke, hereinafter called the Grantees, their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

Land in the Second Civil District of Davidson County, Tennessee, being a 3.0 acre, more or less, tract of the Virgie L. Alcorn property, consisting of the northerly and rear portions with an easement for ingress and egress within the westerly 50 feet extending to Smith Springs Road, all according to a survey by Dixie Engineering Associates, Lewis R. Mefford, Jr., Surveyor, Tennessee No. 1107, and more particularly described as follows:

Beginning at a point in the westerly boundary line of the existing Alcorn property as measured N 10 deg. 07' E 470.56 feet from the center of Smith Springs Road, thence continuing with the westerly boundary line of the Alcorn property N 10 deg. 07' E 393.12 feet to an iron pin, thence with the northerly boundary lines of the Alcorn property S 77 deg. 18'56" E 37 feet to a point, thence S 84 deg. 58' 56" E 152 feet to a point, thence N 56 deg. 51' 04" E 37.5 feet to a point, thence S 84 deg. 58' 56" E 78 feet to a point, being an existing iron pin; thence N 88 deg. 00' E 44.5 feet to an iron pin; thence S 10 deg. 07' W with Alcorn's present easterly boundary line 445.96 feet to a point; thence N 79 deg. 53' W 335.32 feet to the point of beginning, containing 3.0 acres, more or less.

BEING the same property conveyed to Roy A. Alcorn and wife, Virgie L. Alcorn by deed from Thomas A. Kittrell and wife, Opal Kittrell of record in Book 4629, Page 714, Register's Office for Davidson County, Tennessee. The said Roy A. Alcorn having since deceased and Virgie L. Alcorn having acquired title as surviving tenant by the entireties.

The Grantor hereby gives the Grantees, their heirs and assigns, an easement for ingress and egress over the westerly 50 feet of the remaining Alcorn property extending from Smith Springs Road to the 3.0 acres, more or less, being conveyed to Grantees by this deed. The Grantees, Vern Benke, Jr. and wife, Linda Benke, are this day executing a Lease Purchase Agreement to purchase the remaining 2.9 acres, more or less, and house, a copy of which is attached and made Exhibit "A". In the event the 2.9 acres, more or less and house sale does not close by the end of 1985, the Grantor, Virgie L. Alcorn, her heirs and assigns, will have the option to re-purchase the 3.0 acres, more or less, herein described, for $18,000.00 plus one-half of the cost of materials of any structure having been built on it, as proven by sales receipts.

This property is made subject to all applicable local government planning, building and zoning regulations.

This is unimproved property known as 3.0 acres, Smith Springs Rd., Nashvil.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Vern Benke, Jr. and wife, Linda Benke, their heirs and assigns forever.

AND GRANTOR COVENANTS that she is lawfully seized and possessed of said real estate, in fee simple, that she has a good right to convey it and that the

09/27 12.30- CHECK

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same unencumbered, unless otherwise herein set out.

AND GRANTOR DOES further covenant and bind herself, her heirs and assigns, to warrant and forever defend the title to the said real estate against the lawful claims of all persons whomsoever.

WITNESS my hand on this the 22nd day of August, 1984.

BOOK 6367 PAGE 692

Virgie L. Alcorn
Virgie L. Alcorn

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

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

Witness my hand and official seal on this the 22nd day of August, 1984.

Linda Worden
NOTARY PUBLIC

My commission expires: 4/17/88.

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater, for this transfer is $18,000.00.

Vern V Benko Jr
Affiant

Subscribed and sworn to before me this the 22nd day of August, 1984.

Linda Worden
NOTARY PUBLIC

My commission expires: 4/17/88.

This instrument was prepared by:
TOM G. COLEMAN, JR., ATTORNEY
Coleman Real Estate Closing Service, Inc.
9000 East Church Street
Brentwood, TN 37027

IDENTIFICATION REFERENCE
AUG 27 12 01 PM '84
WILLIAMSON COUNTY, TN
REGISTER

I 4 5 5 3 6

Exhibit A

VIRGIE L. ALCORN *hereinafter called the LESSOR, and* VERN BENKE, JR. AND WIFE, LINDA BENKE *hereinafter called the LESSEE, have this day entered into the following agreement;*

The Lessor leases to the Lessee for the term of one *year, commencing the* 1st *day of* December, *19* 84, *and ending the* 30th *day of* November, *19* 85, *the following property;*

House and 2.9 Acres on Smith Springs Road, see attached drawing and legal description as Exhibit "A" and "B" *Nashville, Tenn.,*

to be used for a residence *and for no other purpose, for which the lessee agrees to pay*

$ 7,200.00 *annual rent and to pay same monthly in equal installments of* Six Hundred and No/100 ($600.00) *the first*

BOOK 6367 PAGE 693

of said payments being due and payable on the 1st *day of* December, *19* 84, *and then one payment is due and payable on the* 1st *day of each month thereafter. Notice and demand for the payment of rent are expressly waived.*

This lease is made upon and subject to the following express covenants, stipulations and conditions;

All fixtures placed on said premises by the lessee shall become the property of the lessor at the expiration of this lease. Should the lessor be unable to deliver possession at the beginning of the term of this lease by reason of a prior lessee wrongfully holding over, or for any other cause, except the willful act of the lessor, the lessee shall be relieved from the payment of rent until the lessor can place him in possession, and the lessor shall be liable for no other or further damage or cost. ~~Should the premises, or any part thereof, be condemned for a public use, this lease may be terminated at the will of the lessor.~~ Should the premises be destroyed or rendered untenantable before this lease is to begin and the lessor elects not to restore said improvements before the beginning of the term of this lease, then this lease is to be of no effect, and neither party shall be liable thereunder. Should the improvements on said premises be destroyed, or rendered untenantable, by reason of fire, or other unavoidable accident, the lessee shall not be liable for rent for the period the property is untenantable and is wholly unoccupied by him; he shall, however, be liable for the rent accrued up to that time and for all rent accruing after said premises shall again be made tenantable, provided the lessor elects to repair or rebuild the improvements, and provided this is done within a period of sixty days from the time said improvements were destroyed or damaged. The lessor reserves a lien upon any and all property, exempt and non-exempt, of the lessee brought on the premises, to secure the payment of his rent. The lessor does not warrant the condition of the leased premises in any respect, and his liability for any injury to the lessee, his family, servants, agents, or those claiming under him, or those on the premises by his or their invitation, shall be limited to injuries arising from such defects only as are unknown to him or them and as are actually known to the lessor and wilfully concealed by him. The lessee binds himself to hold the lessor harmless against any claims for damages arising from those who may sustain injuries upon the above leased premises, during the term of this lease. Said lessee has examined and knows the condition of said premises and acknowledges that same is received in good order and repair. The lessor shall not be required to make any repairs during the term of this lease unless herein specified. The lessee shall maintain said premises in good repair; shall keep same in good sanitary condition, shall pay all water taxes assessed against same during the period of this lease; shall not do anything or keep anything on said premises which might vitiate the insurance thereon, or cause the rate to be increased; shall not engage, or permit any one to engage in, any unlawful use of said premises, or any part thereof; shall not injure or deface the improvements, or make any changes or other alterations, or permit any one else to do so; nor shall he abandon said premises, nor fail to use, nor shall he cease to use said premises for the purposes herein set forth. The Lessee shall not, without the written consent of the lessor, sub-let or sub-rent said premises, or any part thereof, nor sell, transfer or assign his leasehold interest, or any part thereof; neither shall said leasehold interest, or any part thereof, be assigned or transferable by the voluntary act of the lessee, nor by reason of bankruptcy, nor by operation of law. ~~The lessee shall not paint or place, in any manner, any sign, on or about said premises, nor shall he permit this to be done.~~ Should the lessee fail to pay said rent, or any part thereof, when due, or should any term or provision contained in this lease be violated, it is agreed that the lessor may elect at any time within sixty days after the discovery of said event, or breach, to declare this lease forfeited and re-enter and take possession of said premises without being required to make demand for same, or to give any notice; and in this event, he may re-rent said premises to such tenants as he may think suitable, and the lessee shall be liable for any loss occurring by reason of such re-renting and for any damage to the premises, or loss while the premises are vacant; said damage or loss may be recovered by the lessor, from month to month as it is ascertained. The lessee agrees to surrender said premises to the lessor at the termination of this lease, by lapse of time, forfeiture or otherwise, in as good condition as when same was entered upon by said lessee, ordinary wear and tear excepted. Failure on the part of the lessor to declare the lease forfeited for any default or breach shall not be considered as a waiver of his right of election as to any subsequent breach, the right being a continuing one; or, the lessor may at his election continue the lease and recover damages of the lessee for said failure, default or breach; this right also shall be a continuing one. The lessor shall have the right, by himself or agents, to enter on said premises at all reasonable hours to examine and inspect same or show same to prospective purchasers. ~~Unless a written lease is executed by the parties, on or before ninety days prior to the expiration of this lease, for the future rental of the premises, the lessor shall have the right to post "For Rent" signs on the premises and enter upon said premises for the purpose of showing them to other parties.~~ The conditions and provisions of this lease shall continue in full force and effect during the term of this lease and shall apply to any future rental of the premises, or any part thereof, to the lessee, unless otherwise agreed upon in writing at the time. Should the lessee hold over after the expiration of the term herein set forth, the lessor may, at his election, hold the lessee as a tenant for one year under the provisions and conditions of this lease. Should this lease be placed in the hands of an attorney, after default or breach, for the enforcement of any rights herein reserved or stipulated, the lessee agrees to pay reasonable attorney fees.

V.A. V.B. JB

V.A V.B JB

V.A V.B JB

Lessees have an option to purchase the house and 2.9 acres herein described in ~~Exhibits "A" and "B" until January 1, 1986 for $92,000.00 with owner terms on~~ $45,000.00 to be negotiated but interest at the rate of 12% per annum. Rent for 1 year in the amount of $6,000.00 will be credited on the purchase price. If the sale of house is not consumated by December 31, 1985, ~~the Lessor will have the option~~

(See Addendum attached for continuation)

THE ENTIRE CONTRACT BETWEEN THE PARTIES IS CONTAINED IN THIS INSTRUMENT and all covenants, stipulations and conditions herein contained shall be binding upon the parties hereto, their heirs, successors and personal representatives. The term "Lessor" and "Lessee" and pronouns referring to them, shall be construed singular or plural, masculine or feminine, as the facts warrant.

Executed in duplicate, at Nashville, Tennessee, this 22nd **day of** August, **19** 84

Virgie L. Alcorn
Lessor.

Vern Benke Jr.

Linda Benke
Lessee.

ADDENDUM

to repurchase the north 3.0 acres for a purchase price of $18,000.00 plus one-half the cost of materials for any structure having been built thereon, verified by proper sales receipts.

This Lease Purchase Agreement shall be binding upon the parties hereto, their respective heirs and assigns.

Should water and sewer become available to the property during the option period, the Sales Price would increase from $92,000.00 to $94,000.00.

Virgie L. Alcorn
LESSOR

Jean Benke
LESSEE

Linda Benke
LESSEE

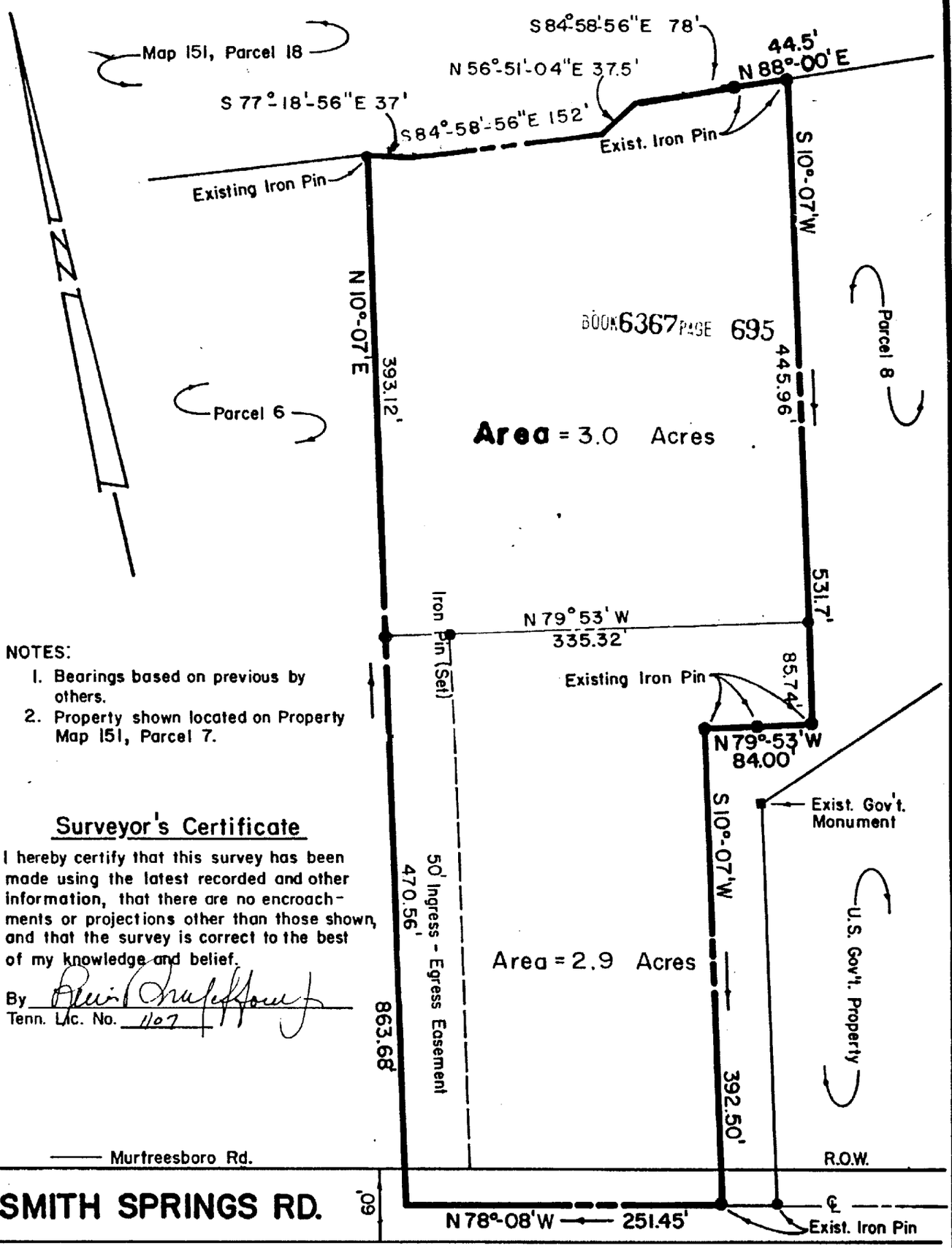
EXHIBIT A

Land in the Second Civil District of Davidson County, Tennessee, being a 2.9 acre tract according to the survey of Dixie Engineering Associates, Lewis Mefford, Jr., Surveyor, Tennessee License No. 1107 and described as follows:

Beginning at a point in the center of Smith Springs Road being the Southeast corner of the land herein conveyed and the Southwest corner of property conveyed to J. N. Carothers, Sr. and wife, Mary A. Carothers by deed from Virgie L. Alcorn in Book 5509, page 536, Register's Office for Davidson County, Tennessee. Thence with the center of Smith Springs Road N 78° 08' W 251.45 feet to a point; thence leaving Smith Springs Road N 10° 07' E 470.56 feet to a point; thence South 79° 53' E 335.32 feet to a point in Carothers' new westerly line; thence S 10° 07' West 85.74 feet to an iron pin; thence North 79° 53' W 84.00 feet to an iron pin; thence S 10° 07' West 392.50 feet to the point of beginning.

Being part of the same property conveyed to Roy A. Alcorn and wife, Virgie L. Alcorn by deed from Thomas A. Kittrell and wife, Opal Kittrell, of record in Book 4629, page 714, Register's Office for Davidson County, Tennessee. The said Roy A. Alcorn having since deceased and Virgie L. Alcorn having acquired title as surviving tenant by the entireties, and by deed from J. H. Carothers, Sr. and wife, Mary A. Carothers, in Book 5509, page 533, said Register's Office.

Exhibit "B"



NOTES:

1. Bearings based on previous by others.
2. Property shown located on Property Map 151, Parcel 7.

Surveyor's Certificate

I hereby certify that this survey has been made using the latest recorded and other information, that there are no encroachments or projections other than those shown, and that the survey is correct to the best of my knowledge and belief.

By Lewis R. Mefford, Jr.
Tenn. Lic. No. 1107

BOUNDARY SURVEY

for

VIRGIE L. ALCORN

DAVIDSON COUNTY, TENNESSEE

SCALE: 1" = 100'

LEWIS R. MEFFORD, JR. 1107 REGISTERED LAND SURVEYOR AGRICULTURE TENNESSEE NO.

Dixie Engineering Associates
9000 East Church Street
Brentwood, Tennessee 37027

Aug. 21, 1984
August 14, 1984

Job No. 84-25

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF_____

FOR_____

BOOK 6367 PAGE 696

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
			18000.00- CONT.	
			46.80 CSTAX	
			.50 PRFEE	
			15.00 MDEED	
			MISC	62.30-
5261A	08/27/84		SAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 45536

IDENTIF. REFERENCE

AUG 27 12 01 PM '84

REGISTER
DAVIDSON COUNTY, TN

No.0063946