TO: DAVID K. WACHTEL, JR.

Prepared by:

Owens & Herring
Suite 200
200 Fourth Avenue North
Nashville, TN 37219

FROM: Jim P. Demos and wife
Doris S. Demos

WARRANTY DEED

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP PARCEL #:
DAVID K. WACHTEL, JR. 503 Halls Lane Madison, TN 37115	Same	Tract#1 - 106-144 Tract#2 - 54C-H-15.01

FOR AND IN CONSIDERATION of the sum of Three Hundred Forty-Two Thousand Three Hundred Eighty and No/100 Dollars ($342,380), which consideration is being paid as follows: $127,142 in cash the receipt of which is hereby acknowledged and the remainder is Grantors' share of two deed of trust notes, the first said deed of trust note in favor of the Third National Bank of Nashville dated July 31, 1979, in the original amount of $350,000, of record in book 5475, page 93, Register's Office of Davidson County, Tennessee, and the second said deed of trust note in favor of First Trust and Savings Bank of Clarksville, Tennessee, in the original principal amount of $350,000, of record Volume 252, page 181, Register's Office in Montgomery County, Tennessee, Jim P. Demos and Doris S. Demos have this day bargained and sold, and do hereby transfer and convey unto the said DAVID K. WACHTEL, JR., the Grantee herein, his successors, heirs and assigns, a one-half (1/2) undivided interest in certain real estate in Davidson County, and Montgomery County, Tennessee, as follows:

Tract I:

A tract of land referred to hereinafter as tract "A" in the first, formerly Third, Civil District of Davidson County, Tennessee, being more fully described as follows:

Beginning at an iron pin on the northeasterly margin of Murfreesboro Road, U.S. 41, Tenn. 70-S, at the westerly corner of the Louise Martinez tract (Book 4413, Page 993, R.O.D.C.), said iron pin is northwesterly a distance of 507.4' from the centerline of Millwood Drive and proceeding as follows:

1. With the northeasterly margin of Murfreesboro Road, N 45°45' W a distance of 145.80' to an iron pin; thence,
2. Severing the land of which this is a part, N 44°15' E a distance of 50.16' to an iron pin; thence,
3. N 35°11'20" E a distance of 324.25' to an iron pin; thence,
4. S 55°53' E a distance of 207.38' to an iron pin; thence,
5. S 34°07' W a distance of 284.00' to an iron pin in an old fence line; thence,
6. N 45°45' W a distance of 80.00' to an iron pin; thence,
7. S 34°07' W a distance of 129.30' to the point of beginning and containing 73,207 square feet or 1.681 acres.

A 25-foot perpetual, non-exclusive easement for Ingress & Egress along the northwesterly side of tract "A", calls 2 and 3 above, and running with the title to tract "A", being more fully described as follows:

Beginning at an iron pin in the northeasterly margin of Murfreesboro Road at a point 145.80' from the point of beginning of the above described tract of land herein conveyed and proceeding as follows:

1. N 45°45' W a distance of 25.00' to a point; thence,
2. N 44°15' E a distance of 48.18' to a point; thence,
3. N 35°11'20" E a distance of 321.80' to a point; thence,
4. S 55°53' E a distance of 25.00' to an iron pin; thence,
5. S 35°11'20" W a distance of 324.25' to an iron pin; thence,
6. S 44°15' W a distance of 50.16' to the point of beginning and containing 9,305 square feet or 0.214 of an acre.

Reserved therefrom is a perpetual, non-exclusive 25-foot Ingress and Egress Easement in favor of Judy's Foods, Inc., along the northwesterly side of tract "A", calls 2 and 3 above, being more fully described as follows:

Beginning at an iron pin in the northeasterly margin of Murfreesboro Road at a point 145.80' from the point of beginning of the above described tract of land herein conveyed and proceeding as follows:

1. N 44°15' E a distance of 50.16' to an iron pin; thence,
2. N 35°11'20" E a distance of 324.25' to an iron pin; thence,
3. S 55°53' E a distance of 25.00' to a point; thence,
4. S 35°11'20" W a distance of 326.70' to a point; thence,
5. S 44°15' W a distance of 52.14' to a point on the northeasterly margin of Murfreesboro Road; thence,
6. N 45°45' W a distance of 25.00' to the point of beginning and containing 9,416 square feet or 0.216 of an acre.

All of the above is as described by a survey of Ragan-Smith & Associates, Inc., dated July 5, 1979, and being the same property conveyed to Jim P. Demos by deed from Judy's Foods, Inc., of record in Deed Book 5475, Page 89, Register's Office Davidson County, Tennessee, and as further clarified in a certain Deed of Correction of record in Deed Book 5536, Page 314, Register's Office, Davidson County, Tennessee, and is part of the property conveyed to Judy's Foods, Inc., by deed recorded in Book 5072, Page 459, Register's Office Davidson County, Tennessee.

Subject to a 20-foot Permanent Sanitary Sewer and Storm Drainage Easement conveyed to the Metropolitan Government of Davidson County in Book 4651, Page 30, R.O.D.C., Tennessee.

Subject to a 25-foot Egress and Ingress Easement as set out in deed from the State of Tennessee to G. M. Cooper, et ux., Bessie S. Cooper, recorded in Deed Book 1562, Page 497, R.O.D.C., Tennessee.

Subject to a restrictive covenant that any building located on said tract "A" shall be set back at least 40 feet from the northeasterly margin of Murfreesboro Road. Such restrictive covenant shall run with said tract "A" and shall be binding for a period of thirty years from the date hereof.

Judy's Foods, Inc., reserved unto itself in the Deed of Correction heretofore referred to, the right to compel the titleholder to convey, without consideration, the land over which the easement has been reserved to Judy's Foods, Inc., should such conveyance be necessary to be made to the proper metropolitan or state governmental authority, by dedication or otherwise, or to any other party, in order for Judy's Foods, Inc., its successor or assigns, to develope and/or sell the property located behind and to the north of tract "A" herein conveyed; provided, however, that such conveyance does not impair the titleholder's right to continue to use said land, together with the easement conveyed to him, for ingress and egress purposes.

Tract II:

A tract of land located in the 7th Civil District of Montgomery County, Tennessee, described as follows:

Beginning at an iron pin in the southwest margin of U.S. Highway 41-A, said iron pin being 509 plus or minus feet southeast of the center line of Fontainebleau Road as measured along the southwest margin of U.S. 41-A, thence with U.S. Highway 41-A, south 33° 39' east 421.55 feet to an iron pin; thence south 69° 27' west 225 feet to an iron pin; thence south 54° 59' 35" west 65 feet to an iron pin; thence north 35° west 375.75 feet to an iron pin; thence north 57° 2' 34" east 293 feet to the point of beginning. Being the same property conveyed to Jim P. Demos by deed from Melvin W. Jackson of record in Volume 252, Page 110, and being a part of the same property conveyed to Melvin W. Jackson by deed from Mrs. Alice M. Day et al of record in O. R. Book 137, Page 321, Register's Office for Montgomery County, Tennessee.

All the above being the tracts and easements set forth in a certain Statement of Beneficial Ownership acknowledging that legal title thereto was held by Jim P. Demos and Doris S. Demos for convenience only and beneficial ownership and enjoyment of said tracts of land and easements was as follows:

Name	Interest
Jim P. Demos and wife, Doris S. Demos	one-half (1/2)
C. C. & S. of Evansville	one-half (1/2)

Said Statement of Beneficial Ownership is of record in Deed Book 6259, Page 435, Register's Office for Davidson County, Tennessee, and Volume 352, Page 1872, Register's Office, Montgomery County, Tennessee, and said beneficial ownership was terminated and title to all the above tracts and easements was conveyed to the beneficiaries by deed as follows: one-half (1/2) undivided interest to C. C. & S. of Evansville, a Partnership, and one-half (1/2) undivided interest to Jim P. Demos and Doris S. Demos, individually, by Jim P. Demos individually and as Trustee and Doris S. Demos joined in that conveyance for the purpose of conveying any marital interest she may have acquired in the subject property and further for the purpose of conveying any interest she may have acquired as the result of the Statement of Beneficial Ownership, of record in deed book 6259 Page 435, Register's Office Davidson County, Tennessee, and Volume 352, Page 1872, Register's Office Montgomery County, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee his successors, heirs and assigns forever and Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, having a good right to convey it, and that the same is unencumbered, except as follows:

Tract I:

(a) Taxes, 1984, $5,738.97, a lien, currently due and payable. Field Book No. 2DA-50785, Map & Parcel No. 106-144.

(b) Deed of Trust executed by Jim P. Demos and wife, Doris S. demos to Warren H. Wild, Jr., Trustee, of record in Book 5475, page 93, said Register's Office, to secure to Third National Bank in Nashville, the payment of one note dated July 31, 1979, for the sum of $350,000.00, together with an Assignment of Rents and Leases of record in Book 5475, page 101, said Register's Office, subject to the terms and conditions therein.

Financing Statement executed by Jim P. Demos, of record in Book 5475, page 108, said Register's Office, to further secure to Third National Bank in Nashville, the payment of one note dated July 31, 1979, for the sum of $350,000.00.

(c) The Plan of record in Book 5200, page 236, said Register's Office, shows an Owner's Certificate and various easements to which plan reference is hereby made for a more complete description thereof.

(d) Subject to a 20-foot Permanent Sanitary Sewer and Storm Drainage Easement conveyed to the Metropolitan Government of Davidson County in Book 4651, page 30, said Register's Office.

(e) Subject to a 25-foot Egress and Ingress Easement as set out in deed from the State of Tennessee to G. M. Cooper, et ux., Bessie S. Cooper, recorded in Deed Book 1562, page 497, Register's Office for Davidson County, Tennessee.

(f) Subject to a restrictive covenant that any building located on said tract "A" shall be set back at least 40 feet from the northeasterly margin of Murfreesboro Road. Such restrictive covenant shall run with said tract "A" and shall be binding for a period of thirty years from the date hereof.

(g) Judy's Foods, Inc., reserved unto itself in the Deed of Correction heretofore referred to, the right to compel the titleholder to convey, without consideration, the land over which the easement has been reserved to Judy's Foods, Inc., should such conveyance be necessary to be made to the proper metropolitan or state governmental authority, by dedication or otherwise, or to any other party, in order for Judy's Foods, Inc., its successor or assigns, to develop and/or sell the property located behind and to the north of tract "A" herein conveyed; provided, however, that such conveyance does not impair the titleholder's right to continue to use said land, together with the easement conveyed to him, for ingress and egress purposes.

(h) Driveway and parking areas being used by adjacent property owner on the south corner of the property.

(i) Easement for overflow field purposes reserved in Book 2794, page 600, Register's Office for Davidson County, Tennessee.

(j) Subject to a 25-foot Ingress and Egress Easement along the northwesterly side of Tract "A", as set out in Book 5475, page 89, Register's Office for Davidson County, Tennessee.

Tract II:

(a) Taxes, 1984, Jim P. Demos, Clarksville City Taxes, $1,260.80, a lien, currently due and payable; State & County Taxes for 1984, $2,899.84, a lien, currently due and payable. 54C-H-15.01 - 1200 Ft. Campbell Blvd.

(b) Deed of Trust executed by Jim P. Demos and wife, Doris S. Demos to Robert R. Welch, Trustee, of record in Volume 252, page 181, said Register's Office, to secure to First Trust and Savings Bank of Clarksville, Tennessee, the payment of one note dated April 14, 1978, in the original principal amount of $350,000.00, subject to the terms and conditions therein.

Grantors further covenant and bind themselves, their heirs and representatives, to warrant and forever defend the title to said real estate to said Grantee, his successors, heirs and assigns, against the lawful claims of all persons.

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RUSH
IDENTIF. REFERENCE
Nov 30 11 20 AM '84
REGISTER
DAVIDSON COUNTY, TN

In witness whereof, the said Grantors have executed this document this 29th day of November, 1984.

Jim P. Demos

Doris S. Demos

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $342,380.

Jim P. Demos, Affiant

Subscribed and sworn to before me, this the 29th day of November, 1984.

Notary Public

My Commission Expires: January 26, 1988.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, D. Jefferson Herring, a Notary Public in and for said County and State, Jim P. Demos and Doris S. Demos the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office in Nashville, Tennessee, this 29th day of November, 1984.

Notary Public

Commission Expires: January 26, 1988.

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

BOOK 6436 PAGE 523

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
			342380.00- CAMT.	
			890.24 CSTAX	
			.50 PRFEE	
			15.00 WDEED	
			CASH	905.74-
1244A	11/30/84		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIF. REFERENCE

Nov 30 11 20 AM '84

REGISTER
DAVIDSON COUNTY, TN

No.0089175