Buyer + Tax Bill
Willard Oakley + Son Lumber Co
707. 42nd Ave N
Nash - Tenn 37209

Map 91-12
R.R. Prop Is

THIS DEED, made this 13th day of December, 1984, between SEABOARD SYSTEM RAILROAD, INC., a Virginia corporation, hereinafter called "Grantor"; WILLARD OAKLEY & SON LUMBER CO., 707 42nd Avenue, North, Nashville, Tennessee 37209, hereinafter called "Grantee"; and UNITED STATES TRUST COMPANY OF NEW YORK, Trustee under The Nashville, Chattanooga & St. Louis Railway First Mortgage, dated February 1, 1928, made by the former Nashville, Chattanooga & St. Louis Railway and under the First and Refunding Mortgage dated August 1, 1921, made by the former Louisville and Nashville Railroad Company, to which Seaboard System Railroad, Inc. is successor by merger, hereinafter called "Trustee".

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(Wherever used herein, the terms "Grantor" and "Grantee" shall be construed in the singular or plural as the context may require or admit and shall include the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of Twenty-five Thousand Dollars ($25,000.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold, by these presents does grant, bargain, sell and convey unto the Grantee three tracts of Grantor's surplus West Nashville Branch right of way at Nashville, Davidson County, Tennessee, and being more particularly described as follows:

Commencing at the point of intersection of the south line of Indiana Avenue (one hundred (100) foot right of way) and the west line of 42nd Avenue North (one hundred (100) foot right of way); thence South 87° 58' 28" West, one hundred eighteen (118) feet along said south line of Indiana Avenue to the point of beginning; thence continuing South 87° 58' 28" West, ninety-five and thirty-nine hundredths (95.39) feet to a point ten (10) feet from and at right angles to the centerline of said West Nashville Branch; thence South 10° 30' 36" East, fifty-six and seventy-three hundredths (56.73) feet along a line ten (10) feet from and parallel to said track centerline to the beginning of a curve to the left (concave southeasterly); thence along said curve having a radius of six hundred twenty-six and sixty-six hundredths (626.66) feet, a central angle of 5° 01' 14", a chord of fifty-four and eighty-nine hundredths (54.89) feet and a chord bearing of South 13° 01' 13" East through an arc distance of fifty-four and ninety-one hundredths (54.91) feet to the point of tangency; thence North 87° 58' 28" East, seventy-six and fifty-five hundredths (76.55) feet to a point; thence North 2° 01' 32" West, one hundred ten (110) feet to the point of beginning, containing 0.217 acres, more or less, also commencing at the aforesaid point of intersection of Indiana Avenue and 42nd Avenue North; thence South 2° 01' 32" East, seventy (70) feet along said west line of 42nd Avenue North to the point of beginning; thence continuing South 2° 01' 32" East, one hundred eighteen (118) feet along said west line to a point; thence South 87° 58' 28" West, one hundred eighteen (118) feet to a point; thence North 2° 01' 32" West, one hundred eighteen (118) feet to a point; thence North 87° 58' 28" East, one hundred eighteen (118) feet to the point of beginning, containing 0.32 acre, more or less; also commencing at the aforesaid point of intersection of Indiana Avenue and 42nd Avenue North; thence South 2° 01' 32" East, three hundred sixty-five (365) feet along said west line of 42nd Avenue North to the point of beginning; thence South 2° 01' 32" East, one hundred

This instrument was prepared by
William C. Basney
Attorney
500 Water Street, Jacksonville, Fla.

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fifty-six and forty hundredths (156.40) feet to a point in the north right of way of Grantor; thence North 28° 13' West, one hundred seventy-four and thirty hundredths (174.30) feet along said north right-of-way line to a point; thence North 87° 58' 28" East, seventy-six and ninety-three hundredths (76.93) feet to the point of beginning, containing 0.14 acres, more or less, for a combined acreage of 0.675, as shown on print of a survey by Charles Phillip Clinard, Nashville, Tennessee, being a part of the same property conveyed to The Nashville, Chattanooga & St. Louis Railway by Nashville Land Improvement Co. by deed dated July 6, 1887, as recorded in Deed Book 109, Page 47 and acquired by the Louisville and Nashville Railroad Company through merger between the Louisville and Nashville Railroad Company and The Nashville, Chattanooga & St. Louis Railway by deed dated August 30, 1957, the Agreement of Merger being recorded in Deed Book 2720, Page 201, and conveyed to the Louisville and Nashville Railroad Company by Tennessee Property Company by deed dated August 6, 1963, as recorded in Book 3612, Page 487, and acquired by the Seaboard Coast Line Railroad Company through merger between the Seaboard Coast Line Railroad Company and the Louisville and Nashville Railroad Company, effective December 29, 1982, recorded in Book 5992, Page 495, and name of the surviving company changed to Seaboard System Railroad, Inc., by virtue of name change effective December 29, 1982, recorded in Book 5992, Page 498, all in the Register's Office, Davidson County, Tennessee.

This conveyance is made subject to all easements and contracts to which the above-described property is servient, whether or not such easements and contracts are apparent on the ground or are created by instruments of record or otherwise.

The Grantor shall pay all taxes on the property hereinabove described for the year 1984 and the Grantee agrees to assume all taxes for the year 1985 and thereafter.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD the said premises unto Grantee in fee simple forever; SUBJECT, However, to reservations, conditions, restrictions and easements of record, or apparent from an inspection of the premises.

Except as to the matters referred to in the preceeding paragraphs, the Grantor hereby binds itself that the premises are free from encumbrances, that it is seized of said premises in fee and that it will fully warrant and forever defend all and singular said premises unto Grantee against Grantor and all other persons lawfully claiming or to claim the same or any part thereof.

The recitals of fact made hereinabove are to be taken only as recitals made by Grantor and not by Trustee.

The property hereinabove conveyed is subject to the lien of the First and Refunding Mortgage made by the former Louisville and Nashville Railroad Company, dated as of August 1, 1921, as supplemented and modified,

and in addition, is also subject to the prior lien of that mortgage from The Nashville, Chattanooga and St. Louis Railway, dated February 1, 1928, as supplemented and modified, under which mortgages the United States Trust Company of New York is Trustee, and the Trustee joins herein for the purpose of releasing and does hereby release the property hereinabove conveyed from the liens of said mortgages pursuant to the provisions of Section 1 of Article Ten thereof of the August 1, 1921 mortgage and to the provisions of Section 1 of Article Ten thereof of the February 1, 1928 mortgage.

IN WITNESS WHEREOF, the Grantor and Trustee have hereunto subscribed their names, this the day and year first above written.

Signed, sealed and delivered in the presence of:

M B Raynor

Joyce F. Priolar

SEABOARD SYSTEM RAILROAD, INC.

By _____
Vice President

Attest: _____
Corporate Secretary

Signed, sealed and delivered in the presence of:

Marion G. Snyder

_____

UNITED STATES TRUST COMPANY OF NEW YORK, as Corporate Trustee, as aforesaid,

By _____
Vice President

Attest: _____
Assistant Secretary

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

Before me, Angelia C. Goodell, a Notary Public of the State and County aforesaid, personally appeared J.T.Rice & R.A.Bernard 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 Corporate Secretary of Seaboard System Railroad, Inc., the within named bargainor, a Virginia corporation, and that J.T.Rice & R.A.Bernard as such Vice President and Corporate Secretary executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said J. T. Rice as Vice President and attesting the same by the said R. A. Bernard as Attesting Officer.

Witness my hand and seal at office in Jacksonville, Duval County, Florida, this 13th day of December, 1984.

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Sept. 15, 1987
Bonded Thru Patterson-Bucht Agency

My Commission Expires: _____

Angelia C. Goodell
Notary Public

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

Personally appeared before me, _____, a Notary Public of the State and County aforesaid, JAMES E. LOGAN

and THOMAS S. MOSER with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the Assistant Vice President and Assistant Secretary, respectively, of the United States Trust Company of New York, a corporation, the within-named Trustee of the aforesaid mortgage, and that they as such Assistant Vice President and Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation thereto by JAMES E. LOGAN, as its Assistant Vice President and attesting the same by THOMAS S. MOSER, as its Assistant Secretary, and affixing the corporate seal thereto.

Witness my hand and seal at office in NEW YORK, this 23RD day of JANUARY, 1985.

My commission expires _____.

Notary Public

(Notarial Seal)

JOHN M. GUILIANO
Notary Public, State of New York
No. 41-4[illegible]73
Qualified in Suffolk County
Commission Expires March 30, 1986

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $5000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 13th DAY OF March 1985.

Deputy Register

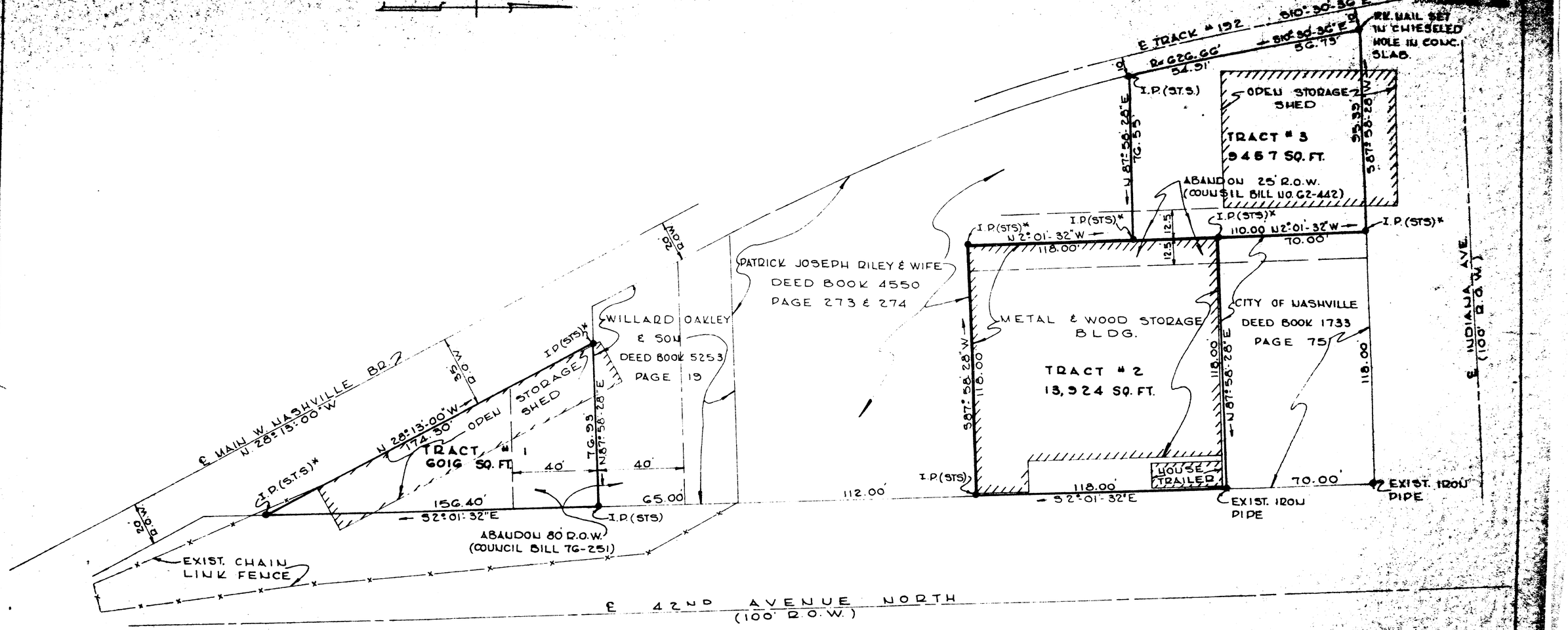
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IDENTIF. REFERENCE

MAR 13 11 19 AM '85

DAVIDSON COUNTY, TN

RUSH



THIS SURVEY MEETS THE REQUIREMENTS OF A CLASS "A" SURVEY AS PER STANDARDS OF PRACTICE ADOPTED BY THE BOARD OF EXAMINERS FOR LAND SURVEYORS, STATE OF TENNESSEE.

0 30 60 90

SCALE: 1" = 30'

CHARLES PHILLIP CLIMER REGISTERED LAND SURVEYOR NO. 1052 STATE OF TENNESSEE

BOUNDARY SURVEY OF THREE (3) TRACTS FOR WILLARD OAKLEY

NASHVILLE, DAVIDSON COUNTY, TENNESSEE

CHARLES PHILLIP CLIMER
TENNESSEE REGISTERED LAND SURVEYOR
NASHVILLE, TENNESSEE
PHONE (615)

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

RECEIVED OF _____

FOR _____ BOOK 6509 PAGE 387

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

25000.00- CAMT.
65.00 CSTAX
.50 PRFEE
27.00 WDEED
CHECK 92.50-
B236A03#13/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 8 8 7 7 3

IDENTIF. REFERENCE

MAR 13 11 10 AM '85

REGISTER'S OFFICE
DAVIDSON COUNTY, TN

No. 115437