8 of 18

DP2:TPTBK00145 04-23-85

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS (CDB)
2700 First American Center
Nashville, Tennessee 37238

GENERAL WARRANTY DEED

Address New Owner(S)	Send Tax Bills To	Map-Parcel Number(s)
Sanders Manufacturing Company, a Tennessee corporation 124 Forth Avenue South Nashville, TN 37201	SAME	Map 93-6-4 Parcels 34 & 35

FOR AND IN CONSIDERATION of the sum of Three Hundred Thousand Dollars ($300,000), Fifteen Thousand Dollars ($15,000) of which has been paid in cash, receipt of which is hereby acknowledged and Two Hundred Eighty-Five Thousand Dollars ($285,000) of which is evidenced by promissory notes of even date, and for and in consideration of a fifty percent (50%) contingent interest in certain future sale proceeds in excess of Four Hundred Fifty Thousand Dollars ($450,000), which is evidenced by an agreement of even date, WALTER O. SANDERS and wife, CLARICE F. SANDERS, NELLE SANDERS HOLT, EVELYN SANDERS DEAL, LEONA SANDERS GOWER, H. WADE SANDERS, JAMES J. SANDERS, JR., and W. DAVID SANDERS ("Grantors"), have bargained and sold, and by these presents do transfer and convey unto SANDERS MANUFACTURING COMPANY, a Tennessee corporation, ("Grantee"), its successors, and assigns, those certain tracts or parcels of land in Davidson County, State of Tennessee, described as follows:

Tract I

Being part of Lot No. 12 on the First Plan of Davidson Academy Lots, not of record, described as follows:

Beginning at a point on the westerly margin of Third Avenue South, formerly College Street, the northwest corner of Third Avenue South and McGavock Street extended; thence with the westerly margin of said Avenue northwardly 30 feet, more or less to a point 324 feet southerly from the southerly margin of Broad Street; thence westwardly and parallel with the northerly margin of McGavock Street 181 feet, more or less, to a point in the western boundary line of said Lot No. 12; thence with said western boundary line southwardly 30 feet to a point on the northerly margin of said McGavock Street; thence with the northerly margin of said eastwardly 181 feet, more or less, to the beginning.

Being the same property conveyed in equal one-third undivided interests to E. O. Sanders and wife Maggie Meadows Sanders, O. T. Sanders and J. J. Sanders and wife Emma Koonce Sanders by deed from The Sanders Brothers Company, a Tennessee corporation of record in Book 1678, page 325, Register's Office for said County. By deed of record in Book 4230, page 142 said Register's Office E. O. Sanders and wife Maggie Meadows Sanders conveyed their one-third undivided interest in the above described property to Walter O. Sanders and wife Clarice F. Sanders. The Will of Jimmy J. Sanders, Sr., deceased is of record in Will

Book 101, page 354, Probate Clerk's Office for Davidson County, Tennessee. H. Wade Sanders, Executor and Trustee under said Will, conveyed J. J. Sanders' one-third undivided interest in the above described property to H. Wade Sanders, James J. Sanders, and W. David Sanders by deed of record in Book 4706, page 491, Register's Office for said County. By his will of record in Will Book 65, page 179, Probate Clerk's Office for Davidson County, Tennessee O. T. Sanders, deceased, devised his one-third undivided interest in the above described Premises to Nelle Sanders Holt, Evelyn Sanders Deal and Leona Sanders Gower, equally.

Tract II

Being part of Lot No. 22 in the First Plan of the Davidson Academy Lots (not of record) and described as follows:

Beginning on the easterly margin of Fourth Avenue South, formerly Cherry Street, as widened 22 feet on the east side, as it stood before it was widened at a point 288 feet south of the southerly margin of Broad Street; thence eastwardly parallel with Broad Street, 147 feet 3 inches, more or less, to the northwest corner of a lot conveyed by J. T. Hoover et al to Harry A. Luck, December 14, 1903, by deed recorded in Book 290, page 178, Register's Office for said County; thence with the westerly line of said Luck lot and parallel with Fourth Avenue South, southwardly 65 feet 9 inches, more or less, to a corner of a lot conveyed to Davidson County by deed from Mrs. Ella Bailey and husband, William Bailey of record in Book 370, page 284, of said Register's Office; thence westerly along the northerly line of said lot and parallel with Broad Street, 147 feet 3 inches, more or less, to the easterly margin of Fourth Avenue South, as widened as aforesaid; thence northerly along said easterly margin 65 feet 9 inches, more or less, to the beginning point.

Being the same property conveyed to E. O. Sanders and wife Maggie M. Sanders, O. T. Sanders and wife Fannie M. Sanders and J. J. Sanders and wife Emma K. Sanders by deed from Oliver J. Timothy and wife Amelia A. Timothy of record in Book 1109, page 619, Register's Office for said County. By deed of record in Book 4230, page 140, said Register's Office, E. O. Sanders and wife Maggie Meadows Sanders conveyed their one-third undivided interest in the above described property to Walter O. Sanders and wife Clarice F. Sanders. The Will of Jimmy J. Sanders, Sr., deceased is of record in Will Book 101, page 354, Probate Clerk's Office for Davidson County, Tennessee. H. Wade Sanders, Executor and Trustee under said Will conveyed J. J. Sanders' one-third undivided interest in the above described property to H. Wade Sanders, James J. Sanders, Jr. and W. David Sanders by deed of record in Book 4706, page 487 Register's Office for said County. By his Will of record in Will Book 65, page 179, Probate Clerk's Office for Davidson County, Tennessee O. T. Sanders, deceased, devised his one-third undivided interest in the above described premises to Nelle Sanders Holt, Evelyn Sanders Deal and Leona Sanders Gower, equally.

Said property is conveyed subject to the following matters:

1. 1985 Taxes, a lien, but not yet due and payable.

2. Highway, roadway and utility easements.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns, forever. Grantors covenant with Grantee that Grantors are lawfully seized and possessed of said land in fee simple, subject to the matters listed above, have good right to convey it, and the same is unencumbered, unless otherwise herein set out. Grantors further covenant and bind themselves, their heirs, and representatives to warrant and forever defend the title to the said land to Grantee, its successors and assigns against the lawful claims of all persons whomsoever except claims arising out of matters to which this conveyance is made subject.

A vendors' lien is retained to secure the unpaid part of the $300,000 fixed portion of the purchase price and to secure the above-described contingent portion of the purchase price.

Witness Grantors' hands this 1st day of MAY, 1985.

Walter O. Sanders
Walter O. Sanders

Clarice F. Sanders
Clarice F. Sanders

Nelle Sanders Holt
Nelle Sanders Holt

Evelyn Sanders Deal
Evelyn Sanders Deal

Leona Sanders Gower
Leona Sanders Gower

H. Wade Sanders
H. Wade Sanders

James J. Sanders Jr.
James J. Sanders, Jr.

W. David Sanders
W. David Sanders

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property (whichever is greater) is $300,000.00.

Affiant

Sworn to and subscribed before me this 1st day of MAY, 1985.

Notary Public

My Commission Expires:

January 10, 1989

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before, the undersigned, a Notary Public in and for the State and County aforesaid, Walter O. Sanders and wife, Clarice F. Sanders, 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, at office, this 24th day of April, 1985.

Notary Public

My Commission Expires:

January 10, 1989

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before, the undersigned, a Notary Public in and for the State and County aforesaid, Nelle Sanders Holt, 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, at office, this 26th day of April, 1985.

Nancy Elizabeth Hulan
Notary Public

My Commission Expires:

January 10, 1989

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before, the undersigned, a Notary Public in and for the State and County aforesaid, Evelyn Sanders Deal, 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, at office, this 26th day of April, 1985.

Nancy Elizabeth Hulan
Notary Public

My Commission Expires:

January 10, 1989

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before, the undersigned, a Notary Public in and for the State and County aforesaid, Leona Sanders Gower, 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, at office, this 25th day of April, 1985.

Nancy Elizabeth Hulan
Notary Public

My Commission Expires:

January 10, 1989

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before, the undersigned, a Notary Public in and for the State and County aforesaid, H. Wade Sanders, 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 25th day of April, 1985.

Nancy Elizabeth Hulan
Notary Public

My Commission Expires:

January 10, 1989

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before, the undersigned, a Notary Public in and for the State and County aforesaid, James J. Sanders, Jr., 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 25th day of April, 1985.

Nancy Elizabeth Hulan
Notary Public

My Commission Expires:

January 10, 1989

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before, the undersigned, a Notary Public in and for the State and County aforesaid, W. David Sanders, 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 24th day of April, 1985.

Nancy Elizabeth Hulan
Notary Public

My Commission Expires:

January 10, 1989

J.O. 3:17:7

IDENTIF. REFERENCE

MAY 9 1 19 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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

RECEIVED OF _____

FOR _____

BOOK 6552 PAGE 857

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

300000.00- CAMT.
780.00 CSTAX
.50 PRFEE
21.00 WDEED
CHECK 801.50-
6134A05/09/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

10317.7

IDENTIF. REFERENCE

MAY 9 1 19 PM '85

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN

No. 132858