Book 5614



| Address New Owner: | Send Tax Bills to: | Map-Parcel Numbers |
|---|---|---|
| Debra D. Hollingsworth<br>5111 Nolensville Road<br>Nashville, TN 37211 | Same | Map 161<br>Parcel 172 |

This instrument prepared by: Boult, Cummings, Conners & Berry, 222 Third Avenue, North, P. O. Box 198062, Nashville, TN 37219

WARRANTY DEED ,

FOR AND IN CONSIDERATION of the sum of TEN and No/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, Cousins Properties of Tennessee, Inc., a Georgia corporation, (the "Grantor"), has bargained and sold, and by these presents does transfer and convey unto the said Debra D. Hollingsworth, (the "Grantee"), her heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described in Exhibit A which is attached hereto and incorporated herein by reference.

In that certain deed from Cousins Properties of Tennessee, Inc. to Fletcher Bright Company, Trustee, dated June 24, 1974, of record in Book 4827, page 892, said Register's Office, the Grantor reserved to itself, its successors and assigns, a certain perpetual non-exclusive easement for various purposes including the passage of pedestrian and vehicular traffic, ingress and egress, parking of automobiles and the free and unrestricted access between the lands conveyed in said deed and the lands retained by the Grantor therein, of which subject property is a part. In addition, by Reciprocal Easement Agreement dated February 23, 1979, by and between Grantor and Rodney Wise, of record in Book 5406, page 784, said Register's Office, a certain perpetual non-exclusive easement for various purposes, including those set out above, was created and established for the benefit of all properties described in said Agreement of which subject property is a part.

Accordingly, the Grantor does hereby sell, assign, transfer and set over unto the Grantee, all rights reserved in said deed and granted in said agreement, as described therein, including said perpetual non-exclusive easement, to the extent that such rights may benefit the property conveyed hereby, it being understood that such rights are not exclusive and may be exercised by the Grantee, her successors and assigns in common with all others for whom such rights were reserved and granted. (Said rights and the premises described in Exhibit A are hereinafter collectively referred to as the "Property".)

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following:

1. Real estate taxes for the current year which have been prorated between the parties.

2. Restrictive Covenants contained in a Lease Agreement between Cousins Properties of Tennessee, Inc., and The Kroger Co. of record in Book 4747, page 624, as amended by instrument of record in Book 4818, page 748, Register's Office for Davidson County, Tennessee.

3. Restrictive Covenants contained in a Lease Agreement between Cousins Properties of Tennessee, Inc., and Super X Drugs of Texas, Inc., of record in Book 4747, page 628, as amended by instrument of record in Book 4828, page 247.

4. Conditions of Owner's certificate, easements, notes, and other matters shown on the plan of record in Book 6200, page 279, said Register's Office.

5. Reciprocal Easement by and between Cousins Properties of Tennessee, Inc., and Rodney Wise, of record in Book 5406, page 784, said Register's Office.

6. A perpetual non-exclusive easement for ingress and egress as set out in the deed from Cousins Properties of Tennessee, Inc. to Fletcher Bright Company, Trustee, of record in Book 4827, page 892, said Register's Office.

7. An easement for overhead electric power conductors and communication circuits granted to Metropolitan Government by instrument of record in Book 4854, page 240, said Register's Office.

STATE OF GEORGIA
COUNTY OF COBB
The actual consideration or value, whichever is greater, for this transfer is $42,000.00.

Affiant

Subscribed and sworn to before me this 14th day of August, 1985.

Notary Public, Davidson County, Tennessee
My Commission Expires: May 27, 1989

This is unimproved property, located on Hickory Plaza, Nashville, Tennessee.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said Grantee, her heirs and assigns, forever.

And Grantor does covenant with the said Grantee that Grantor is lawfully seized and possessed of said land in fee simple; has a good right to convey it, and the same is unencumbered except as set forth hereinabove.

And Grantor does further covenant and bind itself, its successors and assigns to warrant and forever defend the title to the Property to the said Grantee, her heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 14th day of August, 1985, the corporate party having caused its name to be signed hereto by its duly authorized officers on said day and date.

COUSINS PROPERTIES OF TENNESSEE, INC.

By: _____
Robert P. Hunter, Jr.
Senior Vice President

STATE OF GEORGIA

COUNTY OF COBB

Before me, Janet M. Kent, a Notary Public of the State and County aforesaid, personally appeared Robert P. Hunter, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Senior Vice President of Cousins Properties of Tennessee, Inc., the within named bargainor, a Georgia corporation, and that he as such Senior Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Senior Vice President.

WITNESS my hand and seal, at office in Atlanta, Georgia, this 14th day of August, 1985.

Janet M. Kent
Notary Public

Notary Public, Cobb County, Georgia
My Commission Expires May 27, 1989

My Commission Expires: _____

Exhibit A

Land in Davidson County, Tennessee, being Lot No. 13 on the Plan of the Resubdivision of Lots Nos. 13 and 14, Section Two, Hickory Plaza, as of record in Book 6200, page 279, Register's Office for said County.

Said Lot fronts 100.00 feet on the east side of Hickory Plaza and runs back between parallel lines, 286.01 feet on the north line and 284.83 feet on the south line to a dead line in the rear measuring 100.29 feet.

Being part of the same property conveyed to Cousins Properties of Tennessee, Inc. by deed from Brentwood East Company, of record in Book 4658, page 794, said Register's Office.

28930

IDENTIFI REFERENCE

AUG 15 3 31 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 6631 PAGE 734

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | | |

42000.00- CAMT.
109.20 CSTAX
.50 PRFEE
15.00 WDEED
CHECK 124.70-
7844A08/15/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

28930

IDENTIFICATION REFERENCE

AUG 15 3 31 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 163788