Folder 55

BOOK 6859 PAGE 796

THIS INSTRUMENT PREPARED BY:
M. B. Darnall, III
P. O. Box 24600
Nashville, TN 37202
Phone: 366-3850

* RESPONSIBLE TAXPAYER
* Name: Service Merchandise
* Company, Inc.
* Address: P.O. Box 24600
* Nashville, TN 37202
*

MAP-PARCEL NO.
Part of 26-15

o o O o o

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $1,500,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

X _____
Affiant

Subscribed and sworn to before me this 16th day of May, 1986.

_____
Notary Public

My commission expires: 7/27/86

0 1 7.8 9

IDENTIFICATION REFERENCE

MAY 19 10 21 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

o o O o o

WARRANTY DEED
(TENNESSEE)

THIS INDENTURE, made this 30th day of April, 1986, between RIVERGATE PROPERTIES, LTD., Grantor, and SERVICE MERCHANDISE COMPANY, INC., Grantee.

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and for other good and valuable consideration in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto Grantee the following described premises, with the hereditaments and appurtenances thereto appertaining, to-wit: Situate in District No. Two of Davidson County, Tennessee, and being more particularly described on Exhibit A attached hereto.

TO HAVE AND TO HOLD the said premises to the said Grantee, its successors and assigns forever.

And Grantor, for itself, its representatives, successors and assigns does hereby covenant with Grantee, its representatives, successors and assigns, that Grantor is lawfully seized in fee simple of the premises herein conveyed; has full power, authority and right to convey the same; that Grantor will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever (except for claims relating to or arising out of the matters

disclosed on Exhibit B attached hereto); and that such premises are free from all encumbrances except for the lien of current ad valorem real property taxes and those matters disclosed on Exhibit B attached hereto.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed this the date first above written.

RIVERGATE PROPERTIES, LTD.

By _____
Charles E. Fancher, Jr., General Partner

BY: Rivergate Corporation, General Partner

By J. Michael Parish
Its PRESIDENT

STATE OF TENNESSEE

COUNTY OF KNOX

Before me, Janet Elaine Lusby, of the state and county aforesaid, personally appeared Charles E. Fancher, 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 a General Partner of RIVERGATE PROPERTIES, LTD., the within named bargainor, a partnership, and that he as such General Partner, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as General Partner.

WITNESS my hand and seal, this 5th day of May, 1986.

Janet Elaine Lusby
Notary Public

My commission expires: 9/20/88

STATE OF Tennessee

COUNTY OF Knox

Before me, David Wilson Long, of the state and county aforesaid, personally appeared J. Michael Parish, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of RIVERGATE CORPORATION, a corporation, which is a General Partner of RIVERGATE PROPERTIES, LTD., the within named bargainor, a partnership, and that he as such President of the General Partner, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation (as General Partner) by himself as President.

WITNESS my hand and seal, this 30th day of April, 1986.

David Wilson Long
Notary Public

My commission expires: 6-22-87

EXHIBIT A

Tract 5

Property Description

A tract of land in the Second Civil District of Metropolitan Nashville-Davidson County, Tennessee more particularly described as follows:

Beginning at a concrete monument on the easterly right-of-way line of Conference Drive, a 60-foot road S 25° 51' 03" E 733.73 feet from an existing concrete monument at the southwest corner of the property of Rivergate Limited as recorded in Deed Book 5580, Page 958, R.O.D.C, TN; thence,

1. With a line severing the property of Rivergate Properties Ltd., N 64° 08' 57" E 31.00 feet to a concrete monument; thence,

2. N 25° 51' 03" W 673.82 feet to a concrete monument; thence,

3. N 35° 22' 01"E 135.00 feet to a concrete monument; thence,

4. N 55° 42' 11" E 386.43 feet to an iron pin set; thence,

5. With the west boundary line of the property of Arthur C. Davis, etux as recorded in Deed Book 929, Page 191, R.O.D.C., Tn S 26° 24' 15" E 414.00 feet to an iron pin set; thence,

6. With a line severing the property of Rivergate Properties, Ltd. S 64° 08' 57" W 150.00 feet to a concrete monument; thence,

7. S 25° 51' 03" E 440.00 feet to a concrete monument; thence,

8. S 59° 38' 29" W 211.21 feet to a concrete monument; thence,

9. N 25° 51' 03" W 60.00 feet to a concrete monument; thence,

10. S 64° 08' 57" W 175.00 feet to a concrete monument; thence,

11. With the east right-of-way line of Conference Drive N 25° 51' 03" W 15.00 feet to the point of beginning and containing 338,610 square feet or 7.77 acres more or less.

Tract is a portion of the property of Rivergate Properties, Ltd. as recorded in Deed Book and Page Numbers at the R.O.D.C., Tennessee:

Deed Book	Page
6506	950
6594	662
6522	781
6525	823
6597	474

EXHIBIT B

1. Ad valorem Davidson County taxes for 1986 and all subsequent years.

2. Zoning ordinances.

3. Declaration of Easements and Covenants dated as of November 5, 1985 and recorded in Book 6726, Pages 400 through 409 of the Register's Office for Davidson County, Tennessee, as amended by an Amendment to Declaration of Easements and Covenants dated as of April 25, 1986, and recorded in Book 6852, Page 537, of said Register's Office.

4. Reciprocal Easement and Development Agreement between Grantor and Grantee dated of even date herewith and to be recorded in the Davidson County Register's Office.

5. Storm Water Detention Agreement of record in Book 6848, Page 703, Register's Office for Davidson County, Tennessee.

6. Plan of Final Plat of Rivergate Properties, Ltd., of record in Book 6250, Page 919, Register's Office for Davidson County, Tennessee, shows a 15' public utility easement and drainage easement, a drainage easement, a 15' drainage easement, a 20' public utility easement, a 20' public utility easement proposed sewer, a 15' public utility easement along the northeastern boundary of the property, and a 30' public utility easement.

SESfs0203H-6

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

RECEIVED OF

FOR

BOOK 6859 PAGE 801

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
COTX - STATE TAX CONVEY
MOTX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
		1,500,000.00	CONV.	
			3900.00 CSTAX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK 3915.50-	
			.00	

5245A05/19/86 BAL

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

017.00

IDENTIFICATION REFERENCE

MAY 19 10 21 AM '86
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 249040