WARRANTY DEED

FILED

FROM: BRANDON PROPERTIES, INC.

TO: A. HARRISON JOHNSON, JR., TRUSTEE BOOK 6958 PAGE 180

THIS INSTRUMENT PREPARED BY:
Robert C. Reid, Esquire
Baker Worthington Crossley Stansberry & Woolf
Thirtieth Floor, L & C Tower
Nashville, Tennessee 37219

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
A. Harrison Johnson, Jr., Trustee	SAME	parts of 161-189 & 161-101
(NAME)	(NAME)	
30th Floor, L & C Tower		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37219		
(CITY) (STATE) (P.O. ZIP)	(CITY) (STATE) (ZIP	

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $50,000.00

Affiant: A. Harrison Johnson Jr.

Subscribed and sworn to before me, this the 20th day of August, 1986.

My commission expires: 10-24-88 (Affix seal)

Notary Public

(FOR REGISTER'S USE)

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by A. Harrison Johnson, Jr., Trustee, and other good and valuable consideration accepted as cash, the receipt and sufficiency of which is hereby acknowledged, Brandon Properties, Inc., a Tennessee corporation with its principal office in Nashville, Tennessee, has granted, bargained, sold and conveyed and does hereby grant, bargain, sell and convey, reserving and excepting therefrom, however, unto Brandon Properties, Inc., a right of first refusal to repurchase part or all of the herein described property, subject to the terms hereinafter set forth, unto A. Harrison Johnson, Jr., Trustee with full power to sell, assign, transfer, convey, release, lease, mortgage, encumber or otherwise deal with the property herein described without joinder or consent of any beneficiary and without the necessity of any third party to see to the disposition of any proceeds, all of their right, title, and interest in, his successors and assigns forever, that certain tract or parcel of land in Davidson County, Tennessee, and more particularly described as follows:

Lot Nos. 2 and 3 on the Plat of Bell Trace as of record in Deed Book _____, page _____, less and excepting, however, the land conveyed to A. Harrison Johnson, Jr., Trustee, by American Fletcher National Bank and Trust Company by Special Corporate Warranty Deed in Deed Book 6570, page 141.

AND Lot 2 of Bell Trace Subdivision being more particularly described as follows:

Beginning at an iron pin corner common with Lot 1, Bell Trace, in the east right-of-way line of Nolensville Pike, said iron pin being located southerly 491.99 feet, more or less, from the south right-of-way line of Old Hickory Boulevard;

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Thence with Lot 1, Bell Trace, North 85 Deg. 21 Min. 24 Sec. East, 174.19 feet to an iron pin;

Thence South 77 Deg. 45 Min. 11 Sec. East, 71.61 feet to a corner common with Lot 2, Handy City Commercial Area;

Thence with Lot 2, Handy City Commercial Area, South 77 Deg. 53 Min. 08 Sec. East, 7.21 feet to an iron pin corner common with Lot 4, Bell Trace in the South line of Lot 2, Handy City Commercial Area;

Thence with Lot 4, Bell Trace, South 03 Deg. 34 Min. 30 Sec. East, 235.44 feet to an iron pin corner common with Lots 3 and 4, Bell Trace;

Thence with Lot 3, Bell Trace, on a curve to the left, the central angle of which is 09 Deg. 31 Min. 10 Sec., the radius of which is 789.85 feet, the chord of which is North 88 Deg. 48 Min. 55 Sec. West, 131.08 feet, along the curve distance of 131.23 feet to an iron pin;

Thence South 86 Deg. 25 Min. 30 Sec. West, 119.37 feet to an iron pin corner common with Lot 3 in the East right-of-way line of Nolensville Pike;

Thence with the East right-of-way line of Nolensville Pike, North 03 Deg. 34 Min. 30 Sec. West, 242.79 feet to the point of beginning.

Containing 1.398 acres, more or less;

AND Lot 3 of Bell Trace Subdivision being more particularly described as follows:

BEGINNING at an iron pin corner common with Lot 2, Bell Trace, in the east right-of-way line of Nolensville Pike, said iron pin being located southerly 734.78 feet, more or less, from the south right-of-way line of Old Hickory Boulevard;

Thence with Lot 2, north 86 deg 25 min 30 sec east, 119.37 feet to an iron pin;

Thence on a curve to the right, the central angle of which is 09 deg 31 min 10 sec, the radius of which is 789.85 feet, the chord of which is south 88 deg 48 min 55 sec east, 131.08 feet, along the curve distance of 131.23 feet to an iron pin corner common with Lot 2, Bell Trace, in the west line of Lot 4, Bell Trace;

Thence with Lot 4, Bell Trace, south 03 deg 34 min 30 sec east, 378.89 feet to an iron pin corner common with Lot 4, Bell Trace, in the north line of John Thompson;

Thence with Thompson, north 82 deg 28 min 04 sec west, 182.55 feet to a concrete monument;

Thence north 81 deg 55 min 56 sec west, 72.36 feet to a concrete monument corner common with John Thompson in the east right-of-way line of Nolensville Pike;

Thence with the east right-of-way line of Nolensville Pike, north 03 deg 34 min 30 sec west, 340.00 feet to the point of beginning.

Containing 2.085 acres, more or less.

AND BEING part of the same property conveyed to Brandon Properties, Inc. by _____ in Deed Book 6958, page 176 of record in the Register's Office of Davidson County, Tennessee.

"Bell Trace Subdivision" is one and the same as "The Trace" Subdivision, a plat of which has been filed with the Metropolitan Planning Commission and which is intended to be filed in said Register's Office as soon as possible.

The reserved and excepted right of first refusal will not come into effect should any of the following circumstances accrue:

1. There arises any agreement other than a bona fide contract between A. Harrison Johnson, Jr., Trustee and/or N.R.P.B. Partnership and a Third Party Purchaser;

2. There is a transfer of title, beneficial or otherwise, between N.R.P.B. Partnership and/or A. Harrison Johnson, Jr., Trustee, and a Third Party Purchaser, where an original partner of N.R.P.B. Partnership owns more than 60% in the Third Party Purchaser;

3. There is a transfer of a partnership interest between the partners of N.R.P.B. Partnership, there is a transfer occurring by operation of law, such as death, dissolution, or other such transfer by operation of law, there is a transfer of a partnership interest from one partner to a substituted partner (so long as at least 50% of the original partnership interests remain in some of the original partners) or if a partner makes a gift of his interest to a member of his family (immediate or otherwise).

The right of first refusal shall become operative in the event of a then existing bona fide contract of sale or option to purchase only, and not in the event of a lease or mortgage loan against the property. Any loan placed against the property or a partnership interest shall be superior to and shall have priority over this right of first refusal in Grantor. This right of first refusal shall be implemented by N.R.P.B. Partnership, or the Seller, who has the right to sell the property, and shall give Grantor written notice of the pending contract or option and such notice shall be deemed given when mailed by certified mail to Grantor at 1333 Old Hickory Boulevard, Brentwood, Tennessee 37027, with a copy to Larry Papel, Esquire at Taylor, Schlater, Lassiter, Tidwell & Trentham, 213 Fifth Avenue North, Nashville, Tennessee 37219. Grantor shall have twenty (20) days to exercise his right of first refusal and such right shall continue as long as Dennis Brandon, individually, or Brandon Properties, Inc. owns any of the property which either presently owns. Such right of first refusal shall lapse as to properties which are not exercised in writing by Grantor within such twenty (20) day period. Such exercise shall be accomplished by Grantor sending written notice by mailing written notice of the same to Grantee at his address at P. O. Box 2866, Thirtieth Floor, L & C Tower, Nashville, Tennessee 37219.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto unto and belonging to the said A. Harrison Johnson, Jr., Trustee, with full power to sell, assign, transfer, convey, release, lease, mortgage, encumber or otherwise deal with the property herein described without joinder or consent of any beneficiary and without the necessity of any third party to see to the disposition of any proceeds, his successors and assigns forever, and Brandon Properties, Inc., further covenants that it is lawfully seized in fee simple of the premises above conveyed, and that it has full power, authority and right to convey the same and that the conveyance evidenced by this Deed will be subject to all matters of record except that the property conveyed herein will be free of any encumbrances.

Brandon Properties, Inc. further covenants and binds itself and its representatives to warrant and defend the said premises and title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Brandon Properties, Inc. has caused its name to be signed and its corporate seal affixed thereto by its duly authorized officers on this 22nd day of August, 1986.

BRANDON PROPERTIES, INC.:

By: Dennis Brandon

Title: President

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Dennis Brandon, Pres. Dev of BRANDON PROPERTIES, INC., (the "maker"), with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand and seal, at office in Nashville, Tennessee, this 22nd day of August, 1986.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-24-88.

PERCY WILKINS, JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

34869

IDENTIFICATION

AUG 25 11 17 AM '86

BOOK 6958 PAGE 185

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

RECEIVED OF _____

FOR _____

BOOK 6958 PAGE 184

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

50000.00- CAMT.
140.00 CSTAX
.50 PRFEE
12.00 WDEED:
CHECK 152.50-
3777A08/25/86 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

34669

REGISTER'S OFFICE
Aug 25 11 17 AM '86
DAVIDSON COUNTY, TENN.

No. 286772