BOOK 7154 PAGE 204

| Address New Owner: | Map-Parcel Numbers: |
|---|---|
| Arendall Gaw Tynes and<br>Whitfield, Inc.<br>2940 Foster Creighton<br>Nashville, Tenn. 37204 | Map 142<br>Parcel 278 |
| **Send Tax Bills To:** | **Address of Mortgagee:** |
| Same | Metropolitan Federal Savings<br>& Loan Association<br>230 Fourth Avenue, North<br>Nashville, Tennessee 37219 |

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 DOLLARS ($10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, Robert E. Robeson, Trustee (the "Grantor"), has bargained and sold, and by these presents does transfer and convey unto the said Arendall Gaw Tynes and Whitfield, Inc., a Tennessee corporation (the "Grantee"), Grantee's successors 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 this reference (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.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $112,500.00.

Affiant

Subscribed and sworn to before me this 27th day of February, 1987.

Notary Public
My Commission Expires: 4/18/87

NOTARY

03/03 333.50- CHECK

6893

2. Terms and provisions regarding screening upon subject property in Agreement of record in Book 6630, page 313, Register's Office for Davidson County, Tennessee.

3. Conditions of the Owner's Certificate, easements, setback lines and other matters shown on the plan of record of the Resubdivision of Lot 2, Section 2, American Subdivision, Book 6050, page 306, Register's Office for Davidson County, Tennessee (the "Plat").

This is unimproved property, known as Lot 3 on the Plan of Barge, Waggoner, Sumner and Cannon, American Subdivision, Re-Subdivision of Lot 2, Section 2.

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, Grantee's successors 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 himself, his successors in trust and assigns, to warrant and forever defend the title to the Property to the said Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever.

A portion of the Property, as described in Exhibit B (the "Easement Area"), is subject to an Access and Parking Easement. This portion of the Property was included in Lot No. 3 on the Plat in order to provide direct access between the Property and U.S. Highway 70 S, and to provide 40 feet of frontage on a public right of way in compliance with Tennessee law. Grantor reserves to himself and to his successors in title to Lot No. 4 the exclusive surface rights to the easterly 15 feet of the Easement Area. The balance of the Easement Area, to wit: 25 feet (the "Driveway"), shall be used by the Grantor and the Grantee as an access right of way from U.S. Highway 70 S to the remainder of Lot 3, to Lots 2 and 4, and to an access easement

crossing Lot 2 connecting the Easement Area with other property of the Grantor to the west. The existing paved surface upon the Driveway shall be used by the parties, their successors and assigns, for such access and shall be maintained jointly by the owners of Lots 2, 3 and 4, with the cost of maintenance to be allocated between said lots on a prorata basis based on square footage; except that Grantor shall not be required to contribute to the maintenance of the Driveway on account of his ownership of either Lot 2 or 4 until such lots have been developed and are in use.

Grantor reserves the right, in the event Tennessee law is amended to permit the construction of improvements upon a subdivision lot which is connected to the public right of way either (i) by permanent easement, or (ii) by a parcel having less than 40 feet of frontage upon a public right of way, to amend the Plat and delete the Easement Area from Lot No. 3 or reduce its width, provided (a) if the Easement Area be deleted from Lot No. 3, a permanent easement not less than 25 feet in width, along the westerly side of the Easement Area, shall be conveyed by Grantor to Grantee connecting Lot No. 3 to U.S. Highway 70 S, or (b) if the Easement Area be reduced in size, the westerly 25 feet of the same shall be retained as a part of Lot No. 3. In either of such events, title to the Easement Area, or the easterly 15 feet of the same, as the case may be, shall, automatically, and without further action by either party, revert to Grantor, his successors and assigns.

In the development of Lot No. 2, Grantor reserves the right to relocate the Driveway and Easement Area; provided, that, in so doing, the Easement Area shall (i) include the minimum frontage on a public right of way then required by Tennessee law, and (ii) be located within that portion of Lot No. 2 designated for such relocation in the Contract for Sale of Real Estate between the parties dated July 7, 1986, as amended August 21, 1986 and further amended November 25, 1986, to which reference is

here made (the "Agreement"). All expenses of constructing a new paved driveway for Grantee's use shall be borne by Grantor. Upon the new Easement Area, or a permanent easement for access, being conveyed to Grantee, title to the original Easement Area shall revert to Grantor automatically and without further action by either of the parties.

By its acceptance hereof, Grantee consents to the amendments to the Plat only to the extent that such amendments are limited to the matters related to the relocation of easements described above and to the development, platting or replatting of the remainder of Grantor's property in the immediate area as a Planned Unit Development and authorizes the platting and replatting of the same without its joinder, provided that such development, platting or replatting will not change the general function of the Access and Parking Easement and/or will not add encumbrances, use restrictions or limitations on Grantee's property or move the property easement out of the general area as designated for such relocation in the Agreement.

This Deed is executed pursuant to the provisions of the Agreement as amended, which provisions shall survive the closing.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 27th day of Feb, 1987.

Robert E Robeson, Trustee
ROBERT E. ROBESON, Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Loretta B. Lane, a Notary Public in and for said County and State, the within named Robert E. Robeson, Trustee, the 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 and official seal at Nashville, Tennessee, this 27 day of February, 1987.

Loretta B. Lane
Notary Public
My Commission Expires: 7/18/87

NOTARY PUBLIC
DAVIDSON COUNTY

**EXHIBIT B**

Being a part of a parcel land in the Second Civil District of Nashville, Davidson County, Tennessee, on the northerly margin of U.S. Highway 70 South as of record in Book 6050, Page 316, R.O.D.C., and being more particularly described as follows:

BEGINNING at a point in the northerly margin of U.S. Highway 70 South, 2,300 feet, more or less, west of Sawyer Brown Road;

THENCE, with said northerly margin of U.S. Highway 70 with a curve to the right having a central angle of 01° 17' 12" and a radius of 1,785.00 feet for a distance of 40.08 feet to a point;

THENCE, leaving northerly margin of U.S. Highway 70 South, N 15° 30' E, 190.30 feet to a point;

THENCE, with a severance line, S 74° 30' E, 40.00 feet to a point;

THENCE, leaving said severance line, S 15° 30' W, 192.79 feet to the point of beginning.

Containing 7,664 square feet or 0.18 acres, more or less.

**EXHIBIT A**

**being Lot No. 3 on re-subdivision of Lot 2, American Subdivision, Section Two,

Being a parcel of land in the Second Civil District of Nashville, Davidson County, Tennessee, on the northerly margin of U.S. Highway 70 South,** as of record in Book 6050, Page 306, R.O.D.C., and being more particularly described as follows:

BEGINNING at a point 2,090 feet, more or less, west of Sawyer Brown Road and 200 feet north of the northerly margin of U.S. Highway 70 South, said point also being the most northeasterly corner of Lot No. 1 as shown on the plan American Subdivision as of record in Book 6050, Page 203, R.O.D.C.;

THENCE, N 74° 30' W, 127.14 feet to a point;
THENCE, N 15° 30' E, 40.00 feet to a point;

THENCE, N 74° 30' W, 89.44 feet to a point;

THENCE, S 15° 30' W, 192.79 feet to a point in the northerly margin of U.S. Highway 70 South;

THENCE, with said northerly margin of U.S. Highway 70 South, with a curve to the right having a central angle of 01° 17' 12" and a radius of 1,785.00 feet for a distance of 40.08 feet to a point;

THENCE, leaving northerly margin of U.S. Highway 70 South, N 15° 30' E, 293.54 feet to a point;

THENCE, S 74° 30' E, 256.58 feet to a point;

THENCE, S 15° 30' W, 143.24 feet to the point of beginning.

Containing 39,241 square feet or 0.90 acres, more or less.

Being a portion of the property conveyed to Robert E. Robeson, Trustee from Third National Bank in Nashville by deed from Third National Bank in Nashville of record in Book 6630, page 320, and by deed from Amoco Oil Company of record in Book 6655, page 240, Register's Office for Davidson County, Tennessee.

9 9 4 7 6
IDENTIFICATION REFERENCE
MAR 3 12 12 PM '87
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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

RECEIVED OF _____

FOR _____

BOOK 7154 PAGE 210

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

1'250 .0- CANT.
315.00 STAX
.50 PRFEE
10.00 MRTG
CHK # 325.50-
GEORGE/CC/87 BAL .0

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

9: 9: 4 7: 6:

IDENTIFICATION REFERENCE

MAR 3 12 12 PM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 52128