THIS INSTRUMENT PREPARED BY: Homer R. Ayers, Attorney at Law
Bank of Goodlettsville, Suite 301
112 Long Hollow Pik2939 02/01 0101 03CHECK 211.10
Goodlettsville, Tennessee 37072

Mail

WARRANTY DEED BOOK 7459 PAGE 521

ADDRESS NEW OWNERS:	PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF REAL PROPERTY TAXES:	MAP-PARCEL NOS.
Boots and Suits c/o Boot County of Hendersonville, Inc. 1183 W. Main Street Hendersonville, TN 37075	Same as new owner	Map 163 Parcel 261

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, EDWARD SMITH a/k/a EDWARD L. SMITH, joined by his wife, KAREN SMITH, hereinafter referred to as the "GRANTORS", have bargained and sold, and by these presents do transfer and convey unto the said BOOTS AND SUITS, a Tennessee general partnership composed of EDWARD L. SMITH and RONALD K. McPHERSON, their successors or assigns, hereinafter referred to as the "GRANTEE", a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

A certain tract or parcel of land in Section Six, Hickory Hollow Mall, Tract K-3, as of record in Book 5210, page 92, Register's Office for Davidson County, Tennessee, more particularly described as follows:

BEGINNING at a point in the northerly margin of Hickory Hollow Parkway, 516.44 feet from the centerline of Hickory Hollow Lane; thence, northwesterly with a curve to the right having a central angle of 09° 15' 08", a radius of 600.00 feet and a distance of 96.89 feet to a point; thence, N 43° 08'11" W 39.36 feet to a point; thence N 46° 51' 49" E 126.44 feet to a point; thence S 58° 45' E 149.89 feet to a point; thence S 49° 53' 54" W 159.20 feet to the point of beginning, containing 0.46 acre more or less.

BEING part of the same property conveyed to Edward Smith by Special Warranty Deed from Kimco of Hickory Hollow, Inc., a Tennessee Corporation, of record in Book 6973, page 920, Register's Office for Davidson County, Tennessee.

KAREN SMITH, wife of EDWARD SMITH, joins in this conveyance to convey all right, title or interest which she may have in the said property, marital or otherwise.

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, its successors or assigns, forever.

And we, the GRANTORS, do covenant with the said GRANTEE, that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and warrant that the same is unencumbered, except for a first mortgage lien in favor of Dominion Bank of Middle Tennessee, in the principal amount of $464,000.00, with interest thereon at the rate of 10.75% per annum payable in monthly installments of $4,507.71, beginning January 30, 1988, and a like amount on the 30th day of each and every succeeding month until July 31, 2012, when all remaining balance becomes due, which mortgage the GRANTEE, by the signatures hereto agrees to assume in full and to indemnify and hold harmless the GRANTORS form same and from such other matters as may appear of record, all of which are known to the GRANTEE.

And we, the GRANTORS, do further covenant and bind ourselves, heirs and representatives to warrant and forever defend the title to the said land to the said GRANTEE, its successors or assigns, against the lawful claims of all persons whomsoever.

WITNESS our hands on this the 31st day of December, 1987.

"GRANTORS":

Edward L. Smith
EDWARD L. SMITH

Karen Smith
KAREN SMITH

"GRANTEE":

BOOTS AND SUITS, a Tennessee General Partnership

BY: Edward L. Smith
EDWARD L. SMITH, General Partner

BY: Ronald K. McPherson
RONALD K. MCPHERSON, General Partner

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, EDWARD L. SMITH and wife, KAREN SMITH, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this the 31st day of December, 1987.

NOTARY PUBLIC

My Commission Expires: 1-10-89

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, EDWARD L. SMITH and RONALD K. MCPHERSON, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained, and who further acknowledged that they are the general partners 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, at office, this the 31st day of December, 1987.

NOTARY PUBLIC

My Commission Expires: 1-10-89

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $72,000.00.

Edward L. Smith
Affiant

Sworn to and subscribed before me, this the 31st day of December, 1987.

NOTARY PUBLIC

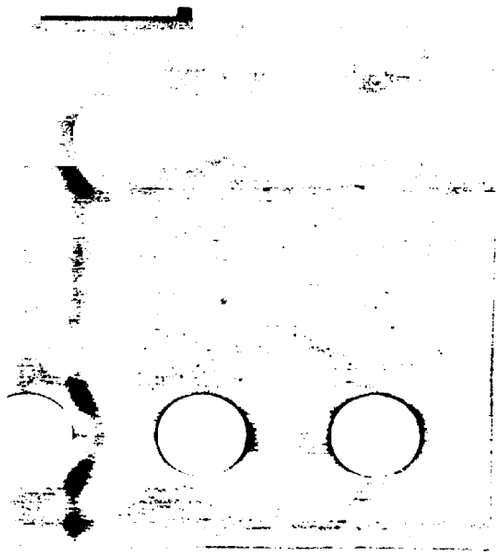
My Commission Expires: 1-10-89

IDENTIFI REFERENCE

FEB 1 8 23 AM '88

DAVIDSON COUNTY, TN

01429





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7459 PAGE 524

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT 72000.00
CON TX 201.60
PRFEE 0.50
WDEED 9.00
TOTAL 211.10
CHECK 211.10

02/01/88 01 08:32 0001 2739

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

01429

IDENTIFT REFERENCE

FEB 1 8 23 AM '88

DAVIDSON COUNTY, TN

No. 57623