Address New Owner as follows: Send tax bills to: Map-Parcel:

Olderman Realty & Development Same 161-97
3311 Chamblee-Dunwoody Road
Chamblee, GA. 30341-2816

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, **THE GIBRALTAR TRUST, PICKETT SCOTT, TRUSTEE,** hereinafter called Grantor, has bargained and sold, and by these presents does transfer and convey unto **OLDERMAN REALTY & DEVELOPMENT**, hereinafter called Grantee, Grantee's successors and assigns, certain real property lying and being situated in the County of Davidson, State of Tennessee, described as follows, to-wit:

Being Lot No. 1 on the Boundary and Subdivision of Southmark, a Planned Unit Development, of record in Book 7900, page 38, Register's Office for Davidson County, Tennessee.

Being a portion of the same property conveyed to The Gibraltar Trust, Pickett Scott, Trustee, by Quitclaim Deed from Holiday Developers Company, an Oklahoma corporation, of record in Book 5933, page 520, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said tract of land, together with the appurtenances, easements, estate, title and interest thereto belonging to the said Grantee, Grantee's successors, representatives and assigns forever.

AND GRANTOR COVENANTS with the said Grantee that he is lawfully seized and possessed of said property, that he has a good right to convey it, and that the same is unencumbered except for:

(1) Those matters set forth in that Boundary and Subdivision of Southmark of record in Book 7900, page 38, Register's Office for Davidson County, Tennessee, including without limitation, that no building permit shall be issued until a final site development plan is approved by the Metropolitan Planning Commission, and subject to any consequences resulting from the failure to record the final site development plan of Southmark, to which this conveyance is made subject; and

(2) Declaration of Covenants and Restrictions of record in Book 8064, page 815, Register's Office for Davidson County, Tennessee.

(3) The following covenants and restrictions, all of which shall run with the land and shall continue and be binding upon the Grantee and all parties having any right, title or interest in the described property or any part of it.

No building or improvement may be constructed within seventy-five (75) feet from the property line along Nolensville Road or within twenty-five (25) feet from the ingress and egress easement on the south property line. The following acts and uses are absolutely prohibited:

(a) transient habitation, (b) scrap operations, (c) automotive parking lot, (d) any structure more than one story, (e) any use creating offensive noise, vibration, smoke, dust or other particulate matter, odorous matter, excess heat and humidity or other objectionable effect, (f) any automotive repair and cleaning operation except those companies operating in a self-contained structure, and (g) any self-service car wash.

Each and all of the restrictions and covenants above must terminate, end and be of no further effect, whether legal or equitable, on and after December 31, 2015.

The acceptance of this deed by the Grantee constitutes an acceptance of all the terms, conditions, limitations and restrictions described above to which the property conveyed by this deed is subject.

AND GRANTOR further covenants and binds himself, his heirs, assigns and representatives, to warrant and forever defend the title to said property to the said Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this 13 day of March, 1990.

THE GIBRALTAR TRUST

Pickett Scott

By: Pickett Scott, Trustee

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **PICKETT SCOTT, TRUSTEE**, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Yorba Linda, California, on this 8th day of March, 1990.

OFFICIAL SEAL
KIMBERLY R. FLOWERS
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires March 1, 1993

Kimberly R Flowers
NOTARY PUBLIC

My commission expires: 3-1-93

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $160,000.00.

Mark H Westlake
AFFIANT

Sworn to and subscribed before me this 14th day of March, 1990.

Wanda S. Boyd
NOTARY PUBLIC

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My commission expires: 1-23-94

This instrument was prepared by:
Mark H. Westlake
Tune, Entrekin & White
21st Floor, First American Center
Nashville, Tennessee 37238

10804

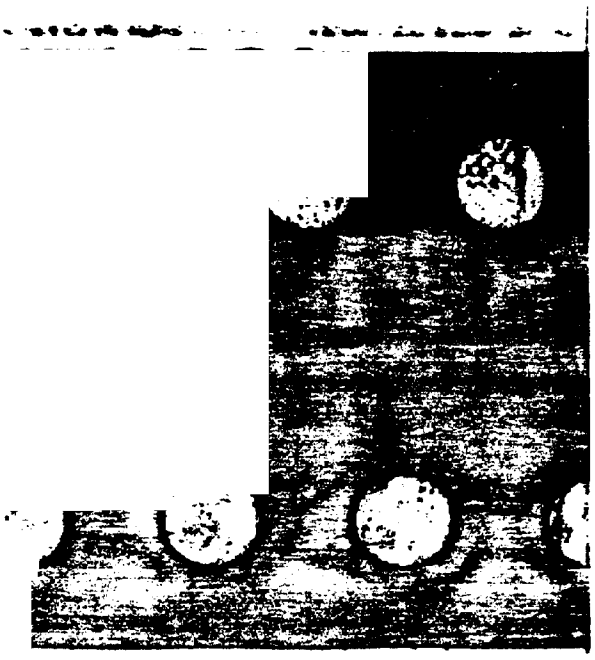
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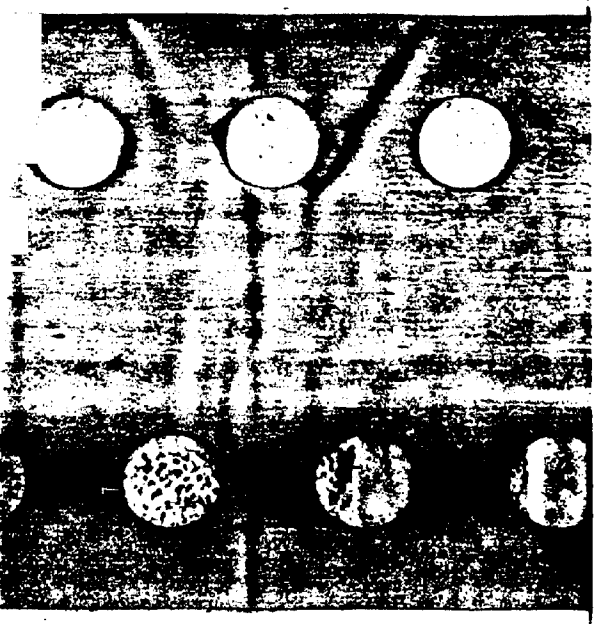
MAR 14 3 37 PM '90

DAVIDSON COUNTY TN.

RUSH

2447 03/14 0101 03CHECK 538.00





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

RECEIVED OF _____

FOR _____

BOOK 8064 PAGE 827

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
		CAMT		
			160000.00	
		CON TX	528.00	
		PRFEE	1.00	
		WDEED	9.00	
		TOTAL	538.00	
03/14/90	01	CHECK	538.00	

15:35 0001 2447

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 0 8 0 4

IDENTIF. REFERENCE

Mar 14 3 37 PM '90

FELIX Z. WILSON II CLERK
DAVIDSON COUNTY TN.

No. 300914