BOOK 9585 PG 238

[ADDRESS NEW OWNER:]	SEND TAX BILL TO:]	MAP-PARCEL NOS.]
[David L. Cooke]	First Union National Bank of Tennessee]	MAP and PARCEL]
[Patricia A. Cooke]	Attn: Tax Dept.]	]
[~~2418 Gallatin Pike~~ 550 Indian Lake Blvd.]	Same]	26-78]
[~~Nashville, TN 37206~~ Hendersonville TN 37075]	Hendersonville, TN]	]

[This instrument prepared by: Smith & Archer, P.C., 2605 Elm Hill Pike, Suite C]
[, , Nashville, TN 37214 (Davidson County - Box 27B)]

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and No/100 ($10.00) DOLLARS cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, We, **Jimmy L. Nevius and Karen L. Nevius, husband and wife , by and through our lawful attorney-in-fact, M. Dale Stephens**, (the "Grantors") have bargained and sold, and by these presents do transfer and convey unto **David L. Cooke and Patricia A. Cooke, husband and wife** (the "Grantees"), Grantees' successors and assigns, a certain tract or parcel of land in **Davidson** County, State of Tennessee, being more particularly described as follows, to wit:

Land in the Tenth Civil District of Davidson County, Tennessee, described according to a survey made by William Collier Parrish Associates, Civil Engineers, dated August 16, 1962, and September 7, 1962, as follows:

Beginning at a point in the northerly margin of Gallatin Road, being U.S. Highway 31-E said point of beginning established as follows: Beginning at a point in the center of said road at the westerly approach to the bridge crossing Mansker's Creek; thence with the center of said margin, westerly 900 feet to the point; thence at right angles to the center of said road; North 6 degrees 29' West 69 feet to the point of beginning; thence with the northerly margin of said road, South 83 degrees 31' west 100 feet to a point; thence leaving said northerly margin north 6 degrees 29' west 300 feet to a point; thence north 83 degrees 31' east 100 feet to a point; thence south 6 degrees 29' east 300 feet to the point of beginning.

The following easements are herein conveyed as part of this conveyance:

EASEMENT NO. I: A tract or parcel of land in the Tenth Civil District of Davidson County, Tennessee, described a follows: A twenty (20) foot easement across a portion of Parcel 69, Map 26, and beginning at a point approximately 50 feet west of the northwest corner of Parcel 65, Map 26, and the center line of said easement continuing in a northeasterly direction to where said center line of said easement crosses the easterly line of Parcel 69, Map 26, into Parcel 62, Map 26, at approximately 50 feet from the northeast corner of Parcel 65. (This easement is subject to Easement contract of record in Book 4344, page 113.)

EASEMENT NO. II: A tract or parcel of land in the Tenth Civil District of Davidson County, Tennessee, described as follows: Beginning at a point in the northeast corner of parcel 65, Map 26, and proceeding in an easterly direction 200 feet to a point, said point being 300 feet from the margin of Gallatin Road; thence south 83 degrees 31' 300 feet to a point; thence parallel with the 200 foot line westwardly 200 feet to the easterly line of Parcel 69, Map 26 and following said line southerly south 83 degrees 31' to the point of beginning at the northeast corner of Parcel 65, Map 26. (This easement is subject to Easement Contract of record in Book 4344, Page 113.)

BEING the same property conveyed to Jimmy L. Nevius and wife, Karen L. Nevius by deed from Martin Luke and wife, Ruth E. Luke of record in Book 6156, Page 701, Register's Office for Davidson County, Tennessee.

This is property with a common address of 2418 Gallatin Pike, Nashville, TN 37206.

CONVEYANCE OF SAID PROPERTY IS MADE SUBJECT TO THE FOLLOWING: 1) Property taxes for the current year, said taxes being prorated and payment of same being assumed by the Grantees; ~~2) Lease Agreement for a term of Twenty Five (25) years dated October 20, 1976, executed by Barko Realty,~~ Inc., Lessor, and The Pizza Inn, Inc., Lessee, of record in Book 5089, Page 794, said Register's Office. Said Lease Agreement was assigned to Lone Star Development by Assignment of Lease of record in Book 5089, page 812, said Register's Office. Said Lease Agreement was assigned to Martin Luke and Ruth E. Luke, husband and wife, by Assignment of Lease of record in Book 5089, Page 817, as re-recorded in Book 5100, Page 910, said Register's Office. Acceptance of Assignment between Lone Star Development Corporation, Lessor, from Barko Realty, Inc., and The Pizza Inn, Inc., as Lessee, of record in Book 5100, Page 908, wherein Martin Luke and Ruth E. Luke, as assignees agree that the lease covenants and a certain contract of sale provision between Lone Star Development Corporation and Barko Realty Inc. are binding upon them as assignees in the same manner as Lone Star Development Corporation. Said Lease Agreement was assigned to Jimmy L. ~~Nevius and wife, Karen L. Nevius, by an Assignment of Lease of record in Book 6156, Page 705, said Register's Office~~; 3) Easement Contract granted by Sallie F. Butts to Statewide Enterprises, Inc., for "such period of time as the property (Parcel 65) does not have a sewer supplied by the Metropolitan Government" of record in Book 4344, Page 115, as rerecorded in Book 4344, Page 530, said Register's Office; 4) Easement contract granted by Joe H. Corley to Statewide Enterprises, Inc., "for such period of time as the property (Parcel 65) does not have a sewer supplied by the Metropolitan Government . Map 26, for this easement and the new location shall be acceptable to the Metropolitan Government." as of record in Book 4344, Page 113, as re-recorded in Book 4344, Page 532, said Register's Office; 5) Easement No. I and Easement No. II described in a Deed of record in Book 6156, Page 701, said Register's Office. Said Easements No. I and No. II are "subject to Easement Contract of record in Book 4344, page 113"; 6) Water line agreement appearing in a Deed as rerecorded in Book 3994, Page 594, said Register's Office, which states "There is a water line across this property, but it is agreed by grantor and grantee that the line can be moved to any area of property as long as the water is made available."; 7) Subject to building setback line and conditions of survey by Wm. Collier Parrish Associates and referred to in Book 4314, Page 399, said Register's Office; 8) Clearance Permit granted to Tennessee Electric Power Co., of record in Book 980, Page 583, said Register's Office.

[STATE OF TENNESSEE]
[COUNTY OF ~~DAVIDSON~~ SUMNER]
[The actual consideration or value, whichever is greater for this]
[transfer is $250,000.00]
[ ]
[Affiant]
[Subscribed and sworn before me this 25th day of January, 1995.]
[ ]
[My Commission Expires: 5/23/98 Notary Public]

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging to the said Grantees, Grantees' successors and assigns, forever.

And Grantors do covenant with the said Grantees that Grantors are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered except as set forth herein.

And Grantors do further covenant and bind themselves, their representatives and assigns, to warrant and forever defend the title to the Property to the said Grantees, their successors and assigns against the lawful claims of all persons whomsoever.

When necessary for proper construction, the singular shall include the plural and the plural shall include the singular, and the reference to any gender shall include reference to any and all genders.

IN WITNESS WHEREOF, the Grantors have caused this Deed to be executed this **25th** day of **January**, 1995.

BOOK 9586 PG 240

Jimmy L. Nevius

Jimmy L. Nevius

BY: M. Dale Stephens

M. Dale Stephens
Attorney-in-Fact

Karen L. Nevius

Karen L. Nevius

BY: M. Dale Stephens

M. Dale Stephens
Attorney-in-Fact

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ SUMNER

Personally appeared before me, the undersigned authority, a notary public in and for said county and state, the within named **M. DALE STEPHENS** with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the foregoing (WARRANTY DEED) instrument as the free act and deed of the said **Jimmy L. Nevius and Karen L. Nevius**, for the purposes therein contained by virtue of Limited Powers of Attorney duly executed by the said Jimmy L. Nevius and Karen L. Nevius and recorded simultaneously herewith.

WITNESS MY HAND AND OFFICIAL SEAL, on this the 25th day of January, 1995.

NOTARY PUBLIC

My commission expires: 5/23/98

NOTARY PUBLIC AT LARGE

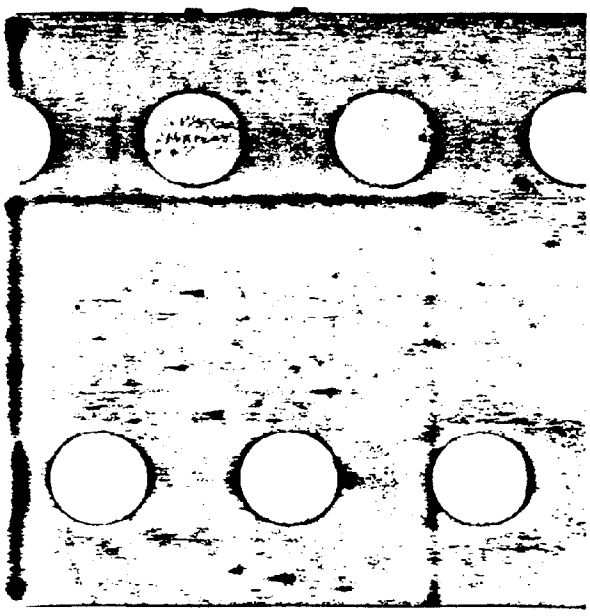
File No. 9501-018

30639
IDENTIF. & REFERENCE

95 FEB -2 AM 10: 24

DAVIDSON COUNTY, TN.

7927 02/02 0101 03CHECK 938.00



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9586 PG 241

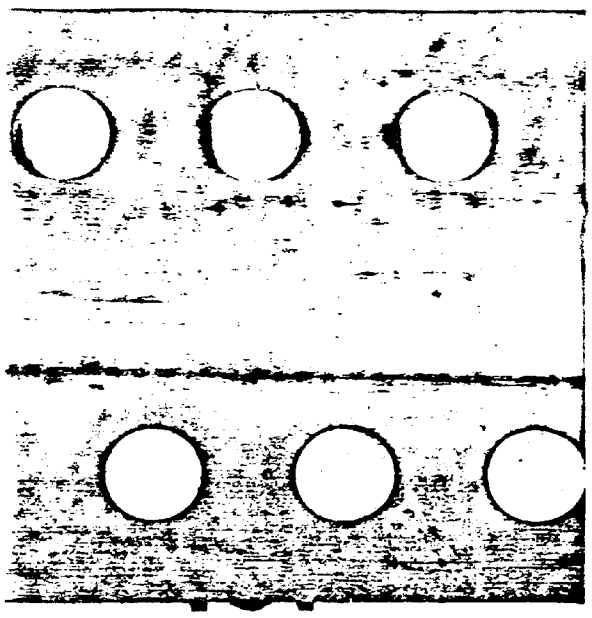
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT
250000.00
CON TX 925.00
PRFEE 1.00
WDEED 12.00
TOTAL 938.00
CHECK 938.00

02/02/95 01 10:25 0001 7917

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



30639
IDENTIF. & REFERENCE

95 FEB -2 AM 10

DAVIDSON COUNTY

No. 877672