BOOK 9596 PG 738

THIS INSTRUMENT PREPARED BY:

Homer R. Ayers, Attorney-at-Law
303 Frances Street, P.O. Box 904
Goodlettsville, Tennessee 37070-0904

QUITCLAIM DEED

ADDRESS NEW OWNERS:	SEND TAX BILLS TO:	MAP-PAR.
Terry Sims 701 Space Park North Goodlettsville, TN 37072	Same	Map 41-12 Parcels 16 & 135 Field Book: 12D25190

THIS QUITCLAIM DEED, made and entered into on the day and date last written below, by and between N & S ENTERPRISES, a Tennessee General Partnership composed of Jack M. Norman and Joe K. Shaw, and Joe K. Shaw, individually, hereinafter referred to as the "GRANTOR", and TERRY SIMS hereinafter referred to as the "GRANTEE";

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 ($1.00) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, N & S ENTERPRISES, a Tennessee General Partnership composed of Jack M. Norman and Joe K. Shaw, and Joe K. Shaw, individually, the GRANTOR, has this day bargained, sold and quitclaimed unto TERRY SIMS, the GRANTEE, his heirs and assigns, all of the GRANTOR'S right, title and interest in certain real property in Davidson County, Tennessee, described as follows, to-wit:

Two tracts of land in Davidson County, Tennessee, described as follows:

Tract I:
Land in the 12th Civil District of Davidson County, Tennessee, being Lot No. 2 on the unrecorded plat showing the Replatting of Tract No. 7 marked Reserved for Commercial, Plan of Bellshire Estates, of record in Book 2133, page 125, Register's Office for said County, made by Hickerson-Hickerson, Engineers, dated April 30, 1964, Job No. 139-64 described in part according thereto as follows:

Beginning at a point in the westerly margin of Dickerson Pike, said point begin located northwardly 175 feet along the westerly margin of said Pike which makes a slight curve to the right, having a radius of 5,770.0 feet, from the northeasterly terminous of the curve between the northerly margin of Darbytown Drive and the westerly margin of said Pike, said point also being the front common corner of Lots Nos. 2 and 3 on said unrecorded plat, said point also being the northeast corner of the property conveyed to Ewell Anderson by deed from Lena B. Jones, widow, of record in Book 4372, page 848, said Register's Office; thence with the line between said Lots Nos. 2 and 3 and along said Anderson's northerly line, north 83 degrees 25 minutes west 234.4 feet to the easterly line of a 25 foot strip of land titled "To Be Deeded Jointly To All Tracts" on said unrecorded plat, said 25 foot strip of land being Tract II of the land herein described; thence with the easterly line of said 25 foot strip of land, north 4 degrees 36 minutes east 80 feet to the rear common corner of Lots Nos. 1 and 2 on said unrecorded plat, said rear common corner being the southwest corner of the property conveyed to A.R. Brinkley by deed from High Hopes, Inc., a Tennessee corporation, of record in Book 4339, page 307, said Register's Office; thence with the line between said Lots Nos. 1 and 2, and along said Brinkley's southerly line south 83 degrees 45 minutes east 247.3 feet to the westerly margin of Dickerson Pike; thence with the westerly margin of said Pike along a slight curve to the left, having a radius of 5,770.00 feet, southwardly 80 feet to the point of beginning.

Tract II:
Land in the 12th Civil District of Davidson County, Tennessee, being a 25 foot strip of land on the unrecorded plat showing the Replatting of Tract

No. 7 Marked Reserved for Commercial, Plan of Bellshire Estates, of record in Book 2133, page 125, Register's Office for said County, made by Hickerson-Hickerson, Engineers, dated April 30, 1964, Job No. 139-64, described in part according thereto as follows:

Beginning at an iron pin in the northerly margin of Darbytown Drive, said iron pin being located along the northerly margin of said Drive north 78 degrees 16 minutes west 65.3 feet to a concrete monument and westwardly along a slight curve to the left, having a radius of 1,064.6 feet, 121.9 feet from a concrete monument at the southwesterly terminous of the curve between the westerly margin of Dickerson Pike and the northerly margin of said Drive, said iron pin being the southwest corner of Lot No. 4 on said unrecorded plat, said Lot No. 4 having been conveyed to Ewell Anderson by deed from Henry L. Stowers and wife, of record in Book 4372, page 845, said Register's Office; thence with the westerly lines of Lots Nos. 4, 3, 2 and 1 on said unrecorded plat, north 4 degrees 36 minutes east 475 feet to an iron pin in the southerly margin of Bell Grimes Lane; thence with the southerly margin of said Lane along a slight curve, having a radius of 5,705.0 feet, westwardly 25 feet to an iron pin at the northeast corner of Lot No. 5 on said unrecorded plat; thence with the easterly line of said Lot No. 5, south 4 degrees 36 minutes west 476.3 feet to an iron pin in the northerly margin of Darbytown Drive; thence with the northerly margin of said Drive along a slight curve to the right, having a radius of 1,064.6 feet, eastwardly 25 feet to the point of beginning.

Being the same property conveyed to N & S Enterprises by deed from W.C. Allen and R.L. Eatherly, of record in Book 4566, page 537, Register's Office for Davidson County, Tennessee.

Said property is conveyed subject to such limitations, restrictions and encumbrances as may affect the premises.

By Assignment of record in Book 9569, page 540, Register's Office for Davidson County, Tennessee, the Grantee became owner and holder of the mortgage owing by N & S Enterprises, a Tennessee Partnership composed of Jack M. Norman and Joe K. Shaw and Jack M. Norman and Joe K. Shaw, individually, of record in Book 7885, page 30, Register's Office for Davidson County, Tennessee, in favor of Investors Savings Bank, F.S.B. A foreclosure sale on the said Deed of Trust and mortgage is scheduled for 11:00 a.m. on February 16, 1995 at the south door of the Nashville, Davidson County Courthouse. In consideration for the execution of this Quitclaim Deed, the Grantee, TERRY SIMS, agrees that he will forgive any deficiency balance owing by N & S Enterprises and/or Jack M. Norman or Joe K. Shaw which may result from the said foreclosure sale.

Executed on the day and date acknowledged below.

"GRANTOR"

N & S ENTERPRISES

BY: JOE K. SHAW

JOE K. SHAW, individually

"GRANTEE"

TERRY SIMS

PICK-UP

95 FEB 16 PM 12:02

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

IDENTIF. & REFERENCE

34677

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, N & S ENTERPRISES, a Tennessee General Partnership composed of Jack M. Norman and Joe K. Shaw, and Joe K. Shaw, individually, 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 this the 26 day of Jan 1995.

NOTARY PUBLIC

My Commission Expires: July 96

STATE OF TENNESSEE }
COUNTY OF DAVIDSON}

Before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared TERRY SIMS, 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 office on this the 7th day of Feb, 1995.

Patsy C. Davidson
NOTARY PUBLIC

My commission expires: 12/6/97

2314 02/16 0101 03CHECK 12.00

STATE OF TENNESSEE }
COUNTY OF DAVIDSON}

The actual consideration or value, whichever is greater, for this transfer is NONE.

AFFIANT

Sworn to and subscribed before me this the 7th day of Feb, 1995.

Patsy C. Davidson
NOTARY PUBLIC

My Commission Expires: 12/6/97