This instrument prepared by: JOHN R. REYNOLDS (#2522)
Attorney at Law
217 Second Avenue, North
P. O. Box 190481
Nashville TN 37219-0481
Tel: (615) 256-2694

WARRANTY DEED

Address New Owner(s) as follows: **JERRY L. McCLOUD**, 532 Fourth Avenue, South, Nashville TN 37210

Name and Address of the person or entity responsible for payment of real property taxes: SAME

Map and Parcel No. **93-6-2**, Field Book No. **5W 01120.**

For and in consideration of the sum of **TWO MILLION SEVEN HUNDRED THOUSAND** ($2,700,000.00) **DOLLARS**, cash in hand paid by the hereinafter named Grantee, the receipt of which is hereby acknowledged, **HEMRICK FAMILY LIMITED PARTNERSHIP**, a Tennessee Limited Partnership, and **LINDA HEMRICK**, individually, hereinafter referred to as Grantor, has bargained and sold, and by these presents does hereby transfer and convey unto **JERRY L. McCLOUD**, his heirs and assigns, hereinafter referred to as Grantee, a certain tract or parcel of land in Davidson County, State of Tennessee, being more particularly described on **EXHIBIT A** attached hereto and made a part hereof.

This is improved property, known as **128-130 Second Avenue, North, Nashville TN 37201.**

TO HAVE AND TO HOLD said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, **JERRY L. McCLOUD**, his heirs and assigns, forever; and Grantor does covenant with the said Grantee that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out. Grantor does further covenant and bind itself/its successors and representatives, to warrant and forever defend the title to said land to the said Grantee, its successors, representatives and assigns, against the lawful claims of all persons whomsoever.

LINDA HEMRICK, wife of **BILL HEMRICK**, for the consideration stated herein, joins herein for the purpose of granting, bargaining, selling, conveying and confirming, and does hereby

grant, bargain, sell, convey, transfer and confirm unto the said Grantee, his heirs and assigns, all her right, title and interest of every kind, character and description whatsoever which she now has or hereafter may acquire by virtue of her marriage, including, but not limited to, homestead and any interest in the herein described real property as all or a part of any elective share of a surviving spouse, both as provided by the laws of the State of Tennessee, but does not join in the covenants and warranties of seisin and title and against encumbrances.

1998 Real Property taxes have been pro-rated between Grantor and Grantee pursuant to a Waiver and Indemnity Agreement of even date and are assumed by Grantee.

Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand of Grantor this **01st** day of **August 1998**.

HEMRICK FAMILY LIMITED PARTNERSHIP

By _____
BILL HEMRICK, General Partner

By _____
LINDA HEMRICK, General Partner

_____
LINDA HEMRICK, individually

0474297

98 AUG 12 PM 3:44

REGISTER

3253 08/12 0101 03CHECK 10009.00

RL_RST.VIII.hemrmod.wpd

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the said State and County aforesaid, **BILL HEMRICK and LINDA HEMRICK**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), 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 **HEMRICK FAMILY LIMITED PARTNERSHIP**, a Tennessee Limited Partnership, the maker, or a constituent of the maker and are 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 and official seal at office at Nashville, Tennessee, on this the 01st day of August 1998.

_____ Notary Public

My commission expires 29 May 2000

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared **LINDA HEMRICK**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 01st day of August 1998.

_____ Notary Public

My commission expires 29 May 2000

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer, is $**2,700,000.00**.

_____ Affiant

Subscribed and sworn to before me
this 01st day of May 1998.

_____ Notary Public

My commission expires 28 May 2000

NOTE TO REGISTER:

Upon recording, please return the recorded instrument to:

JOHN R. REYNOLDS
Attorney at Law
217 Second Avenue, North
P. O. Box 190481
Nashville TN 37219-0481

RL.EST.VII.hemrick.wd

EXHIBIT A

Being a part of Lot No. 14 on the Plan of the Original Town of Nashville, not of record, and being also partly shown as Lots Nos. 47, 49 and 51 on the Plan of the Gordon Block, of record in Book 21, Page 53, Register's Office for Davidson County, Tennessee, described as follows:

Beginning on the easterly margin of Second Avenue North, formerly Market Street; said point being the northwest corner of Lot No. 47 on Wm. H. Gordon's Plan, as of record in Book, 21, Page 53, Register's Office for Davidson County, Tennessee; thence eastwardly along the northerly line of said Lot No. 47 and continuing along the said line, extended, a total distance of two hundred and thirteen (213) feet more or less, to a point in the westerly margin of said Avenue, southwardly seventy-three (73) feet one (1) inch to a point; thence westwardly along the southerly line extended of Lot No. 51 and continuing with its southerly line as shown on the said Wm. H. Gordon's Plan, a total distance of two hundred and thirteen (213) feet, more or less, to a point in the easterly margin of Second Avenue North, formerly Market Street, said point being the southwest corner of said Lot No. 51; thence along the easterly margin of Second Avenue North, formerly Market Street, seventy-three (73) feet ten and one-fourth (10 ¼) inches to the point of beginning.

Excluding, however, the following property:

Land in Davidson County, Tennessee, described as follows:

Being part of Lot No. 14, on the Plan of the Original town of Nashville, not of record, and being also partly shown as Lots Nos. 47 & 49 on the Plan of the Gordon Block, of record in Book 21, Page 53, Register's Office for Davidson County, Tennessee, described as follows:

Beginning on the easterly margin of Second Avenue North, formerly Market Street; said point being the northwest corner of Lot No. 47 on Wm. H. Gordon's Plan, as of record in Book 21, Page 53, Register's Office for Davidson County, Tennessee; thence eastwardly along the northerly line of said Lot No. 47 and continuing along the said line, extended, a total distance of two hundred and thirteen (213) feet, more or less, to a point in the westerly margin of First Avenue North, formerly Front Street; thence with the westerly margin of said Avenue, southwardly twenty-four (24) feet one (1) inch to a point in the center of the partition wall between the building located on the herein described property and the property located south of this property; thence westwardly with the center of said partition wall, a total distance of two hundred and thirteen (213) feet, more or less, to a point in the easterly margin of Second Avenue North, formerly Market Street; thence along the easterly margin of Second Avenue North, formerly Market Street, twenty-four (24) feet one (1) inch to the point of beginning.

The foregoing excluded property is the same property released from the deed of trust of record in Book 6208, Page 817, Register's Office for Davidson County, Tennessee, by a partial release, of record in Book 7581, Page 817, Register's Office for Davidson County, Tennessee.

Being (with the foregoing exclusion) the same property conveyed to Bill Hemrick by Deed dated June 24, 1994, from Harvey McDonald, of record Book 9388, Page 132, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Hemrick Family Limited Partnership by Quitclaim Deed from Bill Hemrick as shown of record in Book 9625, page 235, Register's Office for Davidson County, Tennessee.

This is improved property known as **128-130 Second Avenue, North, Nashville, Davidson County, Tennessee 37201.**

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11063 PAGE 706

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	
				2700000.00
			CON TX	9990.00
			PRFEE	1.00
			WDEED	16.00
			CFEE	2.00
			TOTAL	10009.00
			CHECK	10009.00
		08/12/98	01	15:44 0001 6758

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

98 AUG 12 PM 3:44

0474297

FILING & REFERENCE

DAVIDSON COUNTY TN

No. 13[illegible]