Map and Parcel 86-0-00-236
Field Book No. 4D 08276

This Instrument Was Prepared By:
Patricia Quinn Robertson, Attorney
Yost and Robertson PLC
First Union National Bank Bldg.
198 East Main Street
Franklin, Tennessee 37064
(615) 790-9678

Send Tax Bills To New Owner:
Jerry W. & Ruth S. Bowers
3429 Lebanon Road
Hermitage, TN 37076

BOOK 11351 PG. 735

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, ODELL BINKLEY, JR., Grantor, have bargained and sold and by these presents do transfer and convey unto JERRY W. BOWERS and wife, RUTH S. BOWERS, Grantee, their heirs and assigns, the property located in Davidson County, Tennessee being described as follows:

Being in the First Civil District of Nashville, Davidson County, Tennessee, and fronting on the Southerly margin of Lebanon Road (U.S. Highway 70) as shown on plat of record for Pronto Oil Corporation's Site of record Book 5060, page 167, said Register's Office, and being more particularly described as follows:

Beginning at an iron pin in the Southerly margin of Lebanon Road, said pin being the common corner of Wendy's of Nashville, Inc. and the former Northwesterly corner of the Torrey Wesley Dodson Tract as on record in Will Book 64, page 86, Register's Office for Davidson County, Tennessee; thence, with said Southerly margin North 46° 45' East 145.00 feet to an iron pin; thence South 52° 04' East 185.00 feet to an iron pin; thence South 46° 45' West, 145.00 feet to an iron pin in the Westerly boundary of the Dodson Tract; thence, with the Easterly boundary of the Wendy's Tract North 52° 04' West, 185.00 feet to the point of beginning. Containing 26,507 square feet or 0.61 acres, more or less.

Together with an easement for the location, maintenance, repair and replacement of a sanitary sewer upon and under the following described tract or parcel:

Being a 20-foot wide easement, the centerline being more particularly described as follows: Beginning at a point South 52° 04' East, 185.00 feet and North 46° 45' East 10.00 feet from a point in the Southerly margin of Lebanon Road, said point being the Northwesterly corner of the above described tract; thence, parallel to and 10 feet from the Westerly boundary of the Torrey Wesley Dodson Tract South 52° 04' East, 380 feet more or less.

Being the same property conveyed to Odell Binkley, Jr. by warranty deed of Joseph T. Dodson and Torrey Wesley Dodson, Jr., of record in Book 10669, page 571, Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the said property, together with all improvements and appurtenances thereunto belonging unto the said Grantee, their heirs and assigns forever.

AND I DO COVENANT with the said Grantee that I am lawfully seized and possessed of said property in fee simple, have a good and lawful right to sell and convey the same, and that it is free from any lien or encumbrance whatsoever, except as follows:

1. Matters shown on the plan of record in Book 5060, page 167, Register's Office for Davidson County, Tennessee.
2. Easement for public utilities of record in Book 5095, page 239, said Register's Office.
3. Anchor Easement of record in Book 5974, page 531, said Register's Office.
4. Lease dated January 23, 1998, between Odell Binkley, Jr. and The Lamar Corporation (which is expressly assigned to Grantee herein).
5. Lease dated March 12, 1998 between Odell Binkley, Jr. and Jerry W. Bowers

and Donald G. Dunn (which is expressly assigned to Grantee herein).
6. 1999 taxes are a lien but not yet due and payable. Said taxes have been prorated at closing and will be paid by Grantee when due and payable.

AND I DO FURTHER COVENANT and bind myself my heirs and representatives, to warrant and forever defend the title to said property, to the said Grantee, their heirs and assigns, against the lawful claims and demands of all persons whomsoever.

BOOK 1351 PG. 736

WITNESS (my/our) hand(s) on this the 19th day of February, 1999.

ODELL BINKLEY, JR.

STATE OF Tennessee)
)
COUNTY OF Williamson)

Personally appeared before me, the undersigned, a Notary Public of said County, ODELL BINKLEY, JR., the within named bargainor(s), with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 19th day of February, 1999.

NOTARY PUBLIC

My Commission Expires: 10.21.2002

STATE OF Tennessee)
)
COUNTY OF Williamson)

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is Three Hundred Thousand Dollars ($300,000.00) which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

AFFIANT

Sworn to and subscribed before me this 19th day of February, 1999.

NOTARY PUBLIC

My Commission Expires: 10.21.2002

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0552105
IDENTIF. ↑ REFERENCE
99 FEB 23 [illegible] 02:53
[illegible] REGISTER
[illegible] TENN.
00-1121 1121 CHECK 0101 02/23/99 09:49

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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	CFEE - COMPUTER FEE	PRFEE - PROBATE FEE

BOOK 11351 PG. 737

0552105

IDENTIFICATION REFERENCE

99FEB 23 PM 2:53

REGISTER
DAVIDSON COUNTY, TN.

CAMT
300000.00
CON TX 1110.00
PRFEE 1.00
MDEED 8.00
CFEE 2.00
TOTAL 1121.00
CHECK 1121.00

02/23/99 01 14:51 0001 9149

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1428366