1'B

Instr:20000118005863 Page: 1 OF 3
REC'D FOR REC 01/18/2000 4:06:55PM
RECORD FEE: $15.00
M. TAX: $0.00 T. TAX: $1850.00

PREPARED BY:
COMMONWEALTH TITLE AGENCY OF NASHVILLE, INC.
333 GALLATIN ROAD SOUTH
MADISON, TN 37115

WARRANTY DEED

THIS INDENTURE is made and entered into this **5th** day of **January, by and between JAMES E. NICHOLS and ANNA M. NICHOLS, hereinafter called GRANTORs, and UNION PLANTERS BANK, NATIONAL ASSOCIATION, hereinafter called GRANTEE.**

W I T N E S S E T H: That for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which are hereby acknowledged, GRANTORs do hereby bargain, sell, transfer and convey unto UNION PLANTERS BANK, NATIONAL ASSOCIATION, hereinafter referred to as GRANTEE, its successors, heirs and assigns, certain real estate located in DAVIDSON County, Tennessee, being more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference, together with all right, title and interest of GRANTORs in and to all buildings and fixtures located on said real estate, and any easements and rights-of-way adjoining or abutting said real estate and any covenants and other rights appurtenant thereto (collectively, the "Property"). This conveyance of the "Property" and all covenants and warranties contained herein, are made expressly subject to the exceptions and other matters set forth in Exhibit "B", which is attached hereto and incorporated herein by reference.

This is improved property known as 4145 LEBANON PIKE, HERMITAGE, TN 37076.

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estate, title and interest unto GRANTEE, its successors, heirs and assigns forever. The GRANTORs covenant and agree with the said GRANTEE that GRANTORs are lawfully seized and possessed of the said real estate and that GRANTORs have a good and lawful right to sell the same. The GRANTORs further covenant that the same is unencumbered except as otherwise set forth in Exhibit "B".

GRANTORs further covenant and bind THEMSELVES, their successors, heirs and assigns, to warrant and forever defend the title to said GRANTEE, its successors, heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS the hands and seals of GRANTORs on the day and year first above written.

BY: James E Nichols
JAMES E. NICHOLS, Signature of Seller

Anna M Nichols
ANNA M. NICHOLS, Signature of Seller

INDIVIDUAL
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public of said County and State, JAMES E. NICHOLS and ANNA M. NICHOLS, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this **5th** day of January, 2000.

Linda J. Boggess
Notary Public

LINDA J. BOGGESS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: 5-24-2002

Name and Address of Property Owner:

UNION PLANTERS BANK, NATIONAL ASSOCIATION

401 UNION STREET, 10TH FLOOR
NASHVILLE, TENNESSEE 37219

Property Address:

4145 LEBANON PIKE
HERMITAGE, TN 37076

Person Responsible for Taxes:

SAME

Map & Parcel #: MAP 75-10, PARCEL 56

AFFIDAVIT OF VALUE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater is **$500,000.00** which amount is equal to, or greater than, the amount which the property, or interest in property transferred, would command at a fair and voluntary sale.

James E. Nichols
Affiant Anna M. Nichols

Sworn to and subscribed before me, a Notary Public, this **5th** day of **January, 2000.**

Linda J. Boggess
Notary Public

LINDA J. BOGGESS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: 5-24-2002

RETURN TO:

COMMONWEALTH TITLE AGENCY OF NASHVILLE, INC.
333 GALLATIN ROAD SOUTH
MADISON, TN 37115

EXHIBIT 'A'

LAND in Nashville, Davidson County, Tennessee, being part of reserve parcel "A" and a triangular piece of land adjoining said parcel on the plan of Hermitage Estates, recorded in plat book 3300, page 71, Register's Office for said County and more particularly described per the Survey of John Kohl and Company, P.C. Patrick S. Coode, Tennessee R.L.S. No. 855, dated April 26, 1999, as follows:

Beginning in the westerly right of way of Tyler Drive at the southerly turn-out of Lebanon Road; thence along the right-of-way of Tyler Drive S 54 deg. 58' E, 148.40 feet to the northwest corner of Lot 80 shown on said plan; thence leaving said Tyler Drive S 34 deg. 55' 38" W, 262.63 feet to the east line of Wal-Mart Center as recorded in Plat Book 6900, page 237, Register's Office for Davidson County, Tennessee; thence N 17 deg. 57' 00" W, 83.89 feet; thence N 55 deg. 02' 00" W, 106.06 feet to the southerly right of way of Lebanon Pike; thence along said right of way N 34 deg. 46' 32" E, 187.14 feet; thence along a curve to the right, having a radius of 25', a distance of 39.38 feet to the point of beginning.

BEING THE SAME PROPERTY AS DESCRIBED IN THE PRIOR DEED OF RECORD IN BOOK 5492, PAGE 1, R.O.D.C.T.

BEING the same property conveyed to JAMES E. NICHOLS AND WIFE, ANNA M. NICHOLS, by Deed from JAMES H. HALE ET UX, ET AL, of record in Book 5492, page 1, Register's Office for DAVIDSON County, Tennessee.

EXHIBIT 'B'

1. All REAL PROPERTY taxes for the year 2000 and subsequent years, A LIEN, not yet due and payable (MAP 75-10, PARCEL 56, 1998 REAL PROPERTY TAXES ARE PAID IN THE AMOUNT OF 3337.12).

2. All matters as set forth on the Plan of record in Plat Book 3300, page 71, said Register's Office, including any and all setback lines, easements, notes, restrictions, etc., as may be shown thereon.

3. Any and all other matters which may appear of record.

4. Agreement for Dedication of Easement for Sanitary Sewers, of record in Book 7376, page 476, said Register's Office.

5. The policy issued will not contain an exception for survey upon the receipt of a current certified survey.

6. Subject to unrecorded outdoor sign lease between James E. Nichols and The Lamar Corporation, dated October 14, 1992, as amended by unrecorded Amendment No. 1, which amendment permits cancellation of said lease by either party upon sixty (60) days notice.