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

Instr:20000414003799 Page: 1 OF 3
REC'D FOR REC 04/14/2000 1:33:12PM
RECORD FEE: $15.00
M. TAX: $0.00 T. TAX: $296.00

WARRANTY DEED

THIS INDENTURE is made and entered into this 10th day of April, 2000, by and between GLADYS HARLAN, UNMARRIED, A WIDOW, hereinafter called GRANTOR, and THOMAS E. STEWART, TRUSTEE FOR THE USE AND BENEFIT OF MSW PARTNERSHIP,, 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, I, GLADYS HARLAN, UNMARRIED, A WIDOW, GRANTOR, does hereby bargain, sell, transfer and convey unto THOMAS E. STEWART, TRUSTEE FOR THE USE AND BENEFIT OF MSW PARTNERSHIP, WITH FULL POWER TO BARGAIN, SELL, CONVEY, MORTGAGE, LEASE, AND OTHERWISE ENCUMBER WITHOUT THE NECESSITY OF JOINDER BY ANY THIRD BENEFICIARY, his/her successors, heirs and assigns, hereinafter referred to as GRANTEE, 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 GRANTOR 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 101 HARRIS STREET, MADISON, TN 37115.

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estate, title and interest unto GRANTEE, his/her successors, heirs and assigns forever. The GRANTOR covenants and agrees with the said GRANTEE that GRANTOR is lawfully seized and possessed of the said real estate and that GRANTOR has a good and lawful right to sell the same. The GRANTOR further covenants that the same is unencumbered except as otherwise set forth in Exhibit "B".

Grantor acknowledges that any problems occurring prior to the date of the herein Deed shall be paid by Grantor and Grantee shall be held harmless from same and any problems occurring subsequent to the date of the herein Deed shall be paid by Grantee and Grantor shall be held harmless from same.

Grantor agrees to remove the trash in and around said property within thirty (30) days from the date of the herein deed. If said trash is not removed by Grantor by that date, then the cost of said removal shall be paid by Grantee and deducted from the amount of monies owed to Grantor.

GRANTOR further covenants and binds HERSELF, his/her successors, heirs and assigns, to warrant and forever defend the title to said GRANTEE, his/her successors, heirs and assigns, against the lawful claims of all persons whomsoever.

Grantor acknowledges that Metropolitan Government of Nashville and Davidson County, Tennessee Water and Sewer has stated that they have no claims as to any water and sewer problems regarding the herein property.

Grantor hereby assigns any and all leases to Grantee, including all deposits being held and rents shall be prorated as of the date of the herein Deed. Grantor further states that no one has paid any rent in advance or any rent greater than already disclosed to Grantee and that no tenants have any claims against Grantor as of the date of the herein Deed.

WITNESS the hand and seal of GRANTOR on the day and year first above written.

BY: Gladys Harlan
GLADYS HARLAN, Signature of Seller

INDIVIDUAL
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public of said County and State, GLADYS HARLAN, UNMARRIED, A WIDOW, 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 **10th** day of April, 2000.

Notary Public

My Commission Expires: 5/28/2000

Name and Address of Property Owner:

THOMAS E. STEWART, TRUSTEE FOR THE USE AND BENEFIT OF MSW PARTNERSHIP,

333 GALLATIN ROAD SOUTH
MADISON, TN 37115

Property Address:

101 HARRIS STREET
MADISON, TN 37115

Person Responsible for Taxes:

SAME

Map & Parcel #: MAP 42-16, PARCEL 213

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 **$80,000.00** 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.

Affiant

Sworn to and subscribed before me, a Notary Public, this **10th** day of **April, 2000.**

Notary Public

My Commission Expires: 5/28/2000

RETURN TO:

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

EXHIBIT 'A'

SITUATED in Davidson County, Tennessee, and described as follows:

BEING Lot #1 as shown on the Plat of Paul C. Harlan Property, of record in Book 8250, page 130, Register's Office of Davidson County, Tennessee, reference to which is hereby made for a more complete description. (Note: The west side boundary of this parcel overlaps or encroaches over onto the property on the west side of each side of the owners of Lot Nos. 81, 82 and 83 referred to above. The Grantor and Grantee acknowledge the overlap and this resolves and mutually releases both parties of any claims, past, present and future, against each other and the parcels of both merge with the Grantee, their heirs, assigns and successors-in-interest's parcels.

BEING a portion of the same property conveyed to Paul C. Harlan, a/k/a P.C. Harlan and wife, Gladys Harlan, by Deeds from R.L. McGAUGH ET UX, of record in Book 1345, page 95, and Book 2038, page 121, Register's Office for DAVIDSON County, Tennessee. The said Paul C. Harlan, a/k/a P.C. Harlan having since died, the property vests by operation of law in his surviving spouse, Gladys Harlan, the Grantor herein.

EXHIBIT 'B'

1. All REAL PROPERTY taxes for the year 2000 and subsequent years, A LIEN, not yet due and payable (MAP 42-16, PARCEL 213).

2. All matters as set forth on the Plan of record in Plat Book 8250, page 130, said Register's Office, including any and all setback lines, easements, notes, restrictions, etc., as may be shown thereon.

3. Sewer easement to Davidson County, of record in Book 3345, page 210, said Register's Office.

4. Exception to Easement resulting from fact that existing structure was built over the sewer line, of record in Book 8714, page 806, said Register's Office.