41
S.W.

Instr:200005310054221 Page: 1 OF 4
REC'D FOR REC 05/31/2000 4:07:25PM
RECORD FEE: $19.00
M. TAX: $0.00 T. TAX: $2590.00

Lot 2

WARRANTY DEED

FROM: Farris Hardwood Lumber Company, a limited partnership, Grantor

TO: Alley-Cassetty Coal Company, Inc., Grantee

This instrument was prepared by:
Warren H. Wild, Jr.
Farris, Warfield and Kanaday
424 Church Street, Suite 1800
Nashville, Tennessee 37219

Address New Owner as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes Field Book Number	Map-Parcel Number
2 Oldham Street Nashville, TN 37213	Same	82-10-9

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Seven Hundred Thousand and no/100 Dollars ($700,000.00).

Fred Cassetty
Affiant

SUBSCRIBED AND SWORN TO before me, this the 31 day of May, 2000.

Deborah A. Hughes
Notary Public

DEBORAH A. HUGHES NOTARY PUBLIC DAVIDSON

My Commission Expires: 5/28/03

FOR AND IN CONSIDERATION OF the sum of Seven Hundred Thousand and no/100 Dollars ($700,000.00), of which Three Hundred Fifty Thousand Dollars ($350,000.00) has been paid in cash and for the balance of which Grantees have executed and delivered a Promissory Note of even date (the "Note") to Grantor secured by a Deed of Trust of even date being recorded simultaneously herewith (the "Deed of Trust") evidencing a lien upon the herein described property, the receipt and sufficiency of which are hereby acknowledged, Farris Hardwood Lumber Company, a limited partnership, Grantor, has bargained and sold, and by these presents does transfer and convey unto the said Alley-Cassetty Coal Company, Inc., a Tennessee corporation, Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit (the "Property"):

Lot No. 2 on the Subdivision of the Farris property of record in Book 7900, page 391, as revised by the Surveyor's Certificate of Correction dated November 12, 1992, of record in Book 8795, page 559, Register's Office for Davidson County, to which plat reference is here made for a more complete description.

Possibly included in the foregoing description, but excluded from this conveyance, is the land conveyed for the right of way of Jefferson Street Bridge of record in Book 8906, page 584, in said Register's Office.

Being part of the same property conveyed to Farris Hardwood Lumber Company, a limited partnership, by deed from W. M. Farris, et al, of record in Book 4522, page 843, Register's Office for Davidson County, Tennessee.

This is unimproved property located north at Oldham Street on the east side of the Cumberland River.

The description of this property was obtained from the survey prepared by Barry Greer, 2103 Windsor Place, Mt. Juliet, Tennessee 37122, Registered Land Surveyor No. 211.

Together with Grantor's rights, if any, in a non-exclusive perpetual easement (the "Easement") which is hereby granted by Grantor to Grantee, its successors and assigns, for a railroad spur, utilities and ingress and egress across Lot 2 ("Lot 2") as such lot is shown on the Subdivision of the Farris property of record in Plat Book 7900, page 391, as revised by the Surveyor's Certificate of Correction dated November 12, 1992, of record in Book 8795, page 559, Register's Office for said County (said plat being hereinafter called the "Plat"), subject to the non-exclusive rights of others in the Easement. The Easement across Lot 2 is identified on the Plat as "RAILROAD, UTILITY & INGRESS-EGRESS EASEMENT" and lies along the easterly boundary of said Lot 2 beside the right-of-way of CSX Railroad.

This conveyance is expressly made subject to the following:

1. The lien for 2000 taxes which will be prorated when the tax bills for 2000 are available. Grantor shall pay to Grantee Grantor's pro rata share of 2000 taxes promptly after the tax bills are received; however, Grantor shall not pay any part of any tax increase resulting from improvements to the Property after the date hereof. Grantee shall then pay 2000 taxes on the Property.

2. All matters shown on the Plat including, without limitation, the terms and conditions of the Owner's Certificate, all notes shown thereon, a flowage easement for the Cumberland River, original right of way of Oldham Street with easement retained in Metro Council Rule 46-368, a railroad, utility and ingress egress easement, and right of way of the Jefferson Street Bridge and sanitary sewer easement.

3. The chartered right-of-way of CSX Railroad

4. Such state of facts and conditions as an accurate survey and personal inspection of the premises would disclose.

5. Applicable zoning ordinances.

6. Easement recorded in Book 4699, page 350, in the Register's Office of Davidson County, Tennessee, as partially released and surrendered in Book 8957, page 452, in said Register's Office.

7. Sewer Easement as set forth in instrument recorded in Book 2537, page 416, in said Register's Office.

8. Flowage Easement recorded in Book 2280, page 517, in said Register's Office.

9. Slope Easement as set forth in Book 365, page 181, in said Register's Office.

10. Easements and rights granted in deed of record in Book 8795, page 561, in the Register's Office of Davidson County, Tennessee.

11. Easements set forth in instrument recorded in Book 8906, page 584, in said Register's Office.

12. Easements retained in Metro Council Bills 73-464 and 46-368.

13. Deed of Trust from Grantee to Warren H. Wild, Jr., being recorded simultaneously herewith to secure unto Grantor the payment of the balance of the purchase price for this conveyance in the amount of $350,000.00.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their successors and assigns, forever.

And Grantor does covenant with Grantees that Grantor is lawfully seized and possessed of the Property in fee simple; has a good right to convey it, and the same is unencumbered and unrestricted except as to those matters set forth above to which this conveyance is expressly made subject.

And Grantor does further covenant and bind Grantor, its successors and assigns, to warrant and forever defend the title to the Property to Grantee, its successors and assigns against the lawful claims of all persons whomsoever except as to those matters set forth above to which this conveyance is expressly made subject.

Witness our hands this 31 day of May, 2000.

FARRIS HARDWOOD LUMBER COMPANY, a limited partnership

By: Alfred C Farris III
Alfred C. Farris III, General Partner

By: Rachael Farris
Rachael Farris, General Partner

By: Mary Farris Lynch
Mary Farris Lynch, General Partner

This deed has been prepared by Farris, Warfield and Kanaday ("FWK") based solely upon information furnished by Grantor. FWK has not undertaken to independently verify any statement, fact, description or other matter set forth herein and has not undertaken to verify any matters relating to title. FWK undertakes no responsibility or liability for the correctness or accuracy of any statement, fact, description or other matter reflected herein.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Deborah A. Hughes, a Notary Public of said County and State, personally appeared ALFRED C. FARRIS III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a general partner of FARRIS HARDWOOD LUMBER COMPANY, the within named bargainor, a limited partnership, and that he as such partner executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as partner.

Witness my hand and seal, at Office in Nashville, this 31st day of May, 2000.

Deborah A. Hughes
Notary Public

My Commission Expires: 5/28/03

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Deborah A. Hughes, a Notary Public of said County and State, personally appeared RACHAEL FARRIS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be a general partner of FARRIS HARDWOOD LUMBER COMPANY, the within named bargainor, a limited partnership, and that she as such partner executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by herself as partner.

Witness my hand and seal, at Office in Nashville, TN, this 31st day of May, 2000.

Deborah A. Hughes
Notary Public

My Commission Expires: 5/28/03

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Deborah A. Hughes a Notary Public of said County and State, personally appeared MARY FARRIS LYNCH, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be a general partner of FARRIS HARDWOOD LUMBER COMPANY, the within named bargainor, a limited partnership, and that she as such partner executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by herself as partner.

Witness my hand and seal, at Office in Nashville, TN, this 31st day of May, 2000.

Deborah A. Hughes
Notary Public

My Commission Expires: 5/28/03