THIS INSTRUMENT PREPARED BY:

Homer R. Ayers, Attorney at Law
303 Frances Street (Zip 37072)
P. O. Box 904
Goodlettsville, TN 37070-0904

Davidson County DEEDWARR
Recvd: 01/08/01 14:19 3pgs
Fees:15.00 Taxes:525.40
20010108-0002391

Warranty Deed

ADDRESS NEW OWNERS:	PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF REAL PROPERTY TAXES:	MAP-PARCEL NOS.
Thomas L. Anderson 715 South Main St. Goodlettsville, TN 37072	Same as New Owner	Map 44-11 Parcel 202

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, B & B LAND AND CATTLE, INC., a Tennessee Corporation, hereinafter referred to as the "GRANTOR", has bargained and sold and by these presents does transfer and convey unto THOMAS L. ANDERSON, hereinafter referred to as the "GRANTEE", his heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

LAND in the 4th Civil District of Davidson County, Tennessee, being shown on the plan of Section "G", Village of Old Hickory, as of record in Book 1835, page 88, Register's Office for said County, described according to a survey revised March 1, 1966, as follows:

BEGINNING on the northerly margin of Donelson Street, said point being North 89 deg. 13 min. West 568.5 feet from the northwest intersection of Donelson Street and Hadley Avenue; thence North 0 deg. 47 min. East 181.23 feet; thence North 35 deg. 33 min. West 53.80 feet to the beginning of a curve; thence around said curve having a radius of 25 feet northwesterly 39.3 feet; thence South 54 deg. 27 min. West 115 feet to the beginning of a curve; thence around said curve having a radius of 10 feet southwesterly 15.7 feet to the easterly margin of Old Hickory Boulevard; thence South 35 deg. 33 min. East 145.5 feet to the beginning of a curve; thence around said curve having a radius of 75 feet southeasterly 70.2 feet to the northerly margin of Donelson Street; thence with the same South 89 deg. 13 feet East to the beginning.

BEING the same property conveyed to B & B Land and Cattle, Inc. by deed from AmSouth Bank of record as Instrument No. 200008100079226, Register's Office for Davidson County, Tennessee.

The legal description, as hereinabove set forth, is the same as that contained in the previous Deed of Record.

The current mailing address for said property is 1100 Donelson Avenue, Old Hickory, TN 37138.

CONDITIONS & EASEMENT: The Grantor hereby conveys to Myers E. Brown, a/k/a Feller Brown, his heirs or assigns, (herein called "Brown") a perpetual easement and right to construct a plaque, sign or memorial (herein called "Memorial") on the real property hereinabove described, under the terms, provisions and conditions set forth below, all of which are acceptable with the Grantor, which terms, provisions and conditions shall be binding on the Grantor, his heirs and assigns, all of which shall be considered as an easement and conditions running with the land:

1. Brown shall cause to be fabricated, at Brown's sole cost and expense, a brass cast Memorial plaque or sign, 30" x 54" in size, dedicated to the memory of Frances Brown Denson, lettered or inscribed with such words or language as Brown may direct.
2. Brown will deliver the said Memorial plaque or sign to the Grantee, together with all fittings and accessories necessary for installation by the Grantee at his sole cost and expense, which installation shall be completed as soon as practicable but not later than thirty (30) days after delivery.
3. The Grantee will install the said Memorial, plaque or sign on the existing building structure, at a location to be designated by Brown, the top of which Memorial, plaque or sign shall not extend higher than 6' 6" above the finished floor of the building structure at the South corner of the building marked as "Automated Teller" on a survey dated October 5, 1998,

by Mark E. Lowrance, Registered Land Surveyor, License #1660 (not of record) a copy of which has been furnished to Brown and the Grantee, after which the Memorial, plaque or sign shall form a permanent part of the building structure.

4. In the event that the Memorial, plaque or sign is damaged, destroyed or removed by theft, vandalism, fire, windstorm or any other peril covered by hazard insurance, a true and exact replica of the said sign will be reinstalled at the said location by the Grantee, his heirs or assigns, and Brown, his heirs or assigns, will pay the prorata share of the deductible applicable to the entire loss or damage to the building structure.
5. In the event the building structure at the said location is destroyed and not rebuilt, Brown, his heirs or assigns, shall have the option and right to construct a monument made of stone or brick with the Memorial, plaque or sign, or a replica thereof, installed in the said monument, at a location to be selected by Brown, his heirs or assigns at or near the intersection of Old Hickory Blvd and Donelson Ave., but at a place consistent with the existing sign ordinances and regulations, the cost of which shall be paid one half (½) by Brown, his heirs or assigns and one half (½) by the Grantee, his heirs or assigns.
6. In the event the building structure at the said location is destroyed and rebuilt, the Memorial, plaque or sign shall be reinstalled at or near the location of the original installation on the rebuilt structure, which location shall be subject to the specific approval of Brown, his heirs or assigns.
7. By their signatures hereto, Brown and the Grantee agree that if either shall violate the terms and provisions set forth herein, the violating party shall pay to the other party all of the other party's costs or expenses relating to the enforcement of these agreements, including court costs, deposition expenses, attorney's fees and other litigation expenses.
8. These agreements shall be binding on Brown, his heirs, personal representatives and assigns and upon the Grantee, his heirs, personal representatives and assigns.
9. These agreements will be governed by the laws of the State of Tennessee and jurisdiction and venue for enforcement shall be in the Chancery Court for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, his heirs and assigns, forever.

And the GRANTOR does covenant with the said GRANTEE, that the GRANTOR is lawfully seized and possessed of said land in fee simple, has a good right to convey it and warrants that the same is unencumbered, except as follows:

1. Real Property Taxes for the year 2001, which are a lien, but not yet due and payable, which have been prorated between the parties and will be paid, in full, by the GRANTEE, when due.

2. Subject to Restrictive Covenants of record in Book 2813, page 445, said Register's Office.

3. Subject to Abandonment of Easement of record as Instrument No. 200008100079225, said Register's Office.

4. Subject to any and all matters as they may appear on the plan of record in Book 1835, page 88, said Register's Office.

And, the GRANTOR does further covenant and bind itself, its successors or assigns, to warrant and forever defend the title to the said land to the said GRANTEE, his heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS our hands on the day and date last acknowledged below.

"GRANTOR"

B & B LAND AND CATTLE, INC.

BY: _____
MYERS E. BROWN a/k/a FELLER BROWN
President

BY: _____
MILLARD C. BRIDGES, Secretary

_____
MYERS E. BROWN a/k/a FELLER BROWN,

"GRANTEE"

_____
THOMAS L. ANDERSON

Individually

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, THOMAS L. ANDERSON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this the 5th day of January, 2001.

NOTARY PUBLIC

PATSY C. DAVIDSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires December 6, 2001

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared MYERS E. BROWN a/k/a FELLER BROWN and MILLARD C. BRIDGES, with whom I am personally acquainted and who acknowledged themselves to be the President and Secretary, respectively, of B & B Land and Cattle, Inc., the bargainor, a corporation, and as such President and Secretary, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the corporation by themselves as President and Secretary.

WITNESS my hand, at office, this the 5th day of January, 2001.

NOTARY PUBLIC

PATSY C. DAVIDSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires December 6, 2001

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, MYERS E. BROWN a/k/a FELLER BROWN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this the 5th day of January, 2001.

NOTARY PUBLIC

PATSY C. DAVIDSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires December 6, 2001

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value, whichever is greater, for this transfer is $142,000.00.

Affiant

Sworn to and subscribed before me, this the 5th day of January, 2001.

NOTARY PUBLIC

PATSY C. DAVIDSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires December 6, 2001