583

Address New Owner:	Send Tax Bills to:	Map-Parcel Numbers
SwanFrost, Inc. 962 Main Street Nashville, Tennessee 37206	New Owner 962 Main Street Nashville, Tennessee 37206	Map 82-12 Parcel 296
This instrument prepared by: Hix & Gray, PLC 315 Deaderick Street, Suite 1620 AmSouth Center, Nashville, TN 37238		

Davidson County DEEDWARR
Recvd: 04/27/01 15:57 3pgs
Fees:15.00 Taxes:684.50

20010427-0042851

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED EIGHTY FIVE THOUSAND and NO/100 ($185,000.00) DOLLARS, cash in hand paid by the hereinafter named Grantee, the receipt of which is hereby acknowledged; the undersigned, **SIMMONS FAMILY LIMITED PARTNERSHIP, a Tennessee limited partnership,** hereinafter called the Grantor, has bargained and sold and by these presents do hereby transfer and convey unto **SWANFROST, INC., a Tennessee corporation**, hereinafter called the Grantee, its successors and assigns forever, that certain parcel of real estate situated in Davidson County, Tennessee, and being further described as follows, to-wit:

> Being Lot No. 6 and part of Lot No. 7 on the Plan of Jane A.M. Davis's Subdivision, as of record in Plan Book 1, Page 41, Chancery Court at Nashville.
>
> Said Lot No. 6 and part of Lot No. 7 front 90 feet on the southerly side of Main Street and extend back 170 feet between parallel lines to an alley. Included in the above description, but Excluded therefrom, are those portions of Lot No. 6 and part of Lot No. 7 which were condemned by the Nashville Housing Authority as described by instruments of record in Book 4099, Page 446, and Book 4099, Page 450, Register's Office for said County.
>
> Being the same property conveyed by Quitclaim Deed from James D. Simmons, Sr. and wife, Edna R. Simmons, and James D. Simmons, Jr., to Simmons Family Limited Partnership, a Tennessee limited partnership, of record in Book 11156, page 210, Register's Office for Davidson County, Tennessee.
>
> This is improved property known as 960-962 Main Street, Nashville, Tennessee 37206.
>
> This conveyance is made subject to all matters as shown on subdivision Plan of record in Plan Book 1, page 41; and to the zoning and subdivision regulations of the appropriate governmental body.

Grantee agrees to allow outside lighting located on East Side of building to remain in place (parking lot lighting). Grantee also acknowledges that outdoor sign located on Grantor's adjacent property overhangs property line and has no objection.

TO HAVE AND TO HOLD said real estate, together with all of the appurtenances, estate and title thereunto belonging, unto the said Grantee, its successors and assigns, forever.

The undersigned covenant with the said Grantee that it is lawfully seized and possessed of said real estate; that it has a good right to convey the same; and that it is unencumbered except by lien of the 2001 property taxes, which taxes are being prorated between the parties hereto, the Grantor paying to the Grantee its proportionate share and the Grantee assuming payment thereof.

The undersigned further covenant and bind itself, its successors and assigns, forever to warrant and defend the title to said real estate unto the said Grantee, its successors and assigns, against the lawful claims of all persons, whomsoever.

WITNESS OUR HANDS, as of the 29th day of March, 2001.

SIMMONS FAMILY LIMITED PARTNERSHIP,
a Tennessee limited partnership

By: _____
James D. Simmons, Jr., General Partner

By: _____
James D. Simmons, Sr., Limited Partner

PLEASE SIGN & RETURN →

_____
Edna R. Simmons, Limited Partner

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On the 29th day of March, 2001, before me, the undersigned, a Notary Public within and for the Sate and County aforesaid, personally appeared James D. Simmons, Jr., with whom I am personally acquainted and who upon his oath acknowledged himself to be a General Partner of SIMMONS FAMILY LIMITED PARTNERSHIP, the within named bargainor, a Tennessee limited partnership, and that he, as General Partner, being authorized so to do, executed the foregoing (WARRANTY DEED) instrument for the purposes therein contained, by signing the name of the partnership, by himself as General Partner.

_____
NOTARY PUBLIC

My Commission Expires: March 25, 2004

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On the 29th day of March, 2001, before me, the undersigned, a Notary Public within and for the Sate and County aforesaid, personally appeared James D. Simmons, Sr., with whom I am personally acquainted and who upon his oath acknowledged himself to be a Limited Partner of SIMMONS FAMILY LIMITED PARTNERSHIP, the within named bargainor, a Tennessee limited partnership, and that he, as Limited Partner, being authorized so to do, executed the foregoing (WARRANTY DEED) instrument for the purposes therein contained by signing the name of the partnership, by himself as Limited Partner.

Patricia Gammel
NOTARY PUBLIC

My Commission Expires: March 25, 2004

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On the 29th day of March, 2001, before me, the undersigned, a Notary Public within and for the Sate and County aforesaid, personally appeared Edna R. Simmons, with whom I am personally acquainted and who upon her oath acknowledged herself to be a Limited Partner of SIMMONS FAMILY LIMITED PARTNERSHIP, the within named bargainor, a Tennessee limited partnership, and that she, as Limited Partner, being authorized so to do, executed the foregoing (WARRANTY DEED) instrument for the purposes therein contained by signing the name of the partnership, by herself as Limited Partner .

Patricia Gammel
NOTARY PUBLIC

My Commission Expires: March 25, 2004

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $185,000.00

Ted R. Simmons
AFFIANT

Subscribed and sworn to before me, this 26 day of April, 2001.

David B. Gray
NOTARY PUBLIC

My Commission Expires: 1/31/04

DAVID B. GRAY
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.