Davidson County DEEDWARR
Recvd: 06/11/01 15:48 6pgs
Fees:27.00 Taxes:37.00
20010611-0061424

This Instrument Prepared by:

KIRKSEY & MCNAMEE PLC (CPC)
109 Westpark Dr., Ste. 360
Brentwood, Tennessee 37024-2427

PICK-UP

WARRANTY DEED

Address New Owner:	Send Tax Bills To:	Map-Parcel Nos.
Wilder Properties, G. P. 5042 Lakeview Drive Nashville, TN 37220	Same as New Owner	p/o92-12-352.00

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $10,000.00.

Frances Neal Stansell
Affiant

Subscribed and sworn to before me this 11th day of June, 2001.

Notary Public

My Commission Expires: March 29, 2003

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FOR AND IN CONSIDERATION OF the sum of TEN AND 00/100 DOLLARS ($10.00), cash in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **The Marvin W. Stansell Family Limited Partnership, a Tennessee limited partnership** (hereinafter "Grantor"), has bargained and sold, and by these presents does hereby transfer and convey unto **Wilder Properties, G. P., A Tennessee general partnership comprised of** W.C. "Josh" Wilder **and** Millie Wilder **as general partners** (hereinafter "Grantee"), its successors and assigns, the following described real property (hereinafter referred to as the "Property") located in Davidson County, Tennessee, to wit:

Land in Davidson County, Tennessee, being the northerly 15.5 feet of the southerly 31 feet of Lot No. 57 on the Plan of Hynes' Addition of Nashville, as of record in Minute Book "B", Page

85, and Plan Book No. 1, page 21, Chancery Court at Nashville, Davidson County, Tennessee, described as follows:

Beginning on the easterly margin of 15th Avenue North, formerly Carroll Street, at a point that is 15.5 feet northerly from the common corner of Lot Nos. 57 and 58; thence, with a severence line running parallel to the line between said lots, eastwardly to the westerly margin of an alley; thence with said alley northwardly 15.5 feet, more or less, to the southeast corner of the property conveyed to Lizzie C. Story by deed from Richard B. Thompson and wife, of record in Book 546, page 281, Register's Office for said County, and conveyed to the Grantee by deed from WILDER PROPERTIES, LTD., dated December 23, 1999, of record as Instrument No. 199912280307540, said Register's Office; thence with the Grantee's existing southerly line westwardly 183.5 feet to the easterly margin of 15th Avenue North; thence with said Avenue southwardly 15.5 feet to the beginning.

Being part of the same property conveyed to The Marvin W. Stansell Family Limited Partnership by deed from Charles Miller, Sr., et al, heirs at law of Suzie Miller, deceased, dated September 25, 2000, of record as Instrument No. 200009269513 9, Register's Office for Davidson County, Tennessee.

This is unimproved property, known as 222 15th Avenue North, Nashville, Tennessee 37203.

This conveyance is subject to the property taxes for 2001, which have been prorated at closing and will be paid by Grantor when due, and all state and local laws, ordinances and regulations, including, but not limited to any such that concern the subdividing or re-subdividing of real property and all easements, whether or not of record.

TO HAVE AND TO HOLD said property, with the appurtenances, estate, title and interest thereto belonging to **Grantee**, its successors and assigns forever.

AND **Grantor** does covenant with the said **Grantee**, that it is lawfully seized and possessed of said Property in fee simple, has a good right to convey it, and same is unencumbered, except as otherwise stated herein.

AND **Grantor** does further covenant and bind itself, its heirs and assigns, to warrant and forever defend the title to said Property to **Grantee**, its successors and assigns against the lawful claims of all persons whomsoever.

Said Property is being purchased by **Grantee** for the purpose of adding same to the land already owned by **Grantee** to the north of the land conveyed herein, in order to create a more useable future building site. **Grantor** intends to add the remainder of the land contained in the tax parcel to land already owned by **Grantor** to the south of the land being retained. Accordingly, as part of the consideration for this conveyance and by acceptance of this deed, **Grantee**, on behalf of itself and all successor owners of the Property, agrees that the Property

shall be held and conveyed subject to the terms, conditions, covenants, agreements and other provisions set forth herein and in Exhibit A to this deed, and the covenants and agreements of **Grantee** set forth in Exhibit A shall be covenants running with the land and shall be binding upon all successor owners of the Property or any part thereof or interest therein. **Grantee** joins in the execution of this deed for the sole purpose of acknowledging its acceptance hereof and its agreement as set forth in the preceding sentence. Said Exhibit A is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the said **Grantor** and **Grantee** have caused these presents to be signed this 11th day of ~~May~~ June, 2001.

GRANTOR: **THE MARVIN W. STANSELL FAMILY LIMITED PARTNERSHIP, a Tennessee limited partnership**
By: The Marvin W. Stansell Land Company,
a Tennessee corporation

By: Frances Neal Stansell
Frances Neal Stansell,
Its President

GRANTEE: **WILDER PROPERTIES, G. P.,**
A Tennessee general partnership

By: W. C. Wilder
W. C. Wilder, General Partner

By: _____
_____, General Partner

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Charles P. Cron, a Notary Public having authority within the State and County aforementioned, personally appeared Frances Neal Stansell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the President of The Marvin W. Stansell Land Company, a corporation, which is a general partner of The Marvin W. Stansell Family Limited Partnership, a partnership, the within named bargainor, and that she as such President, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as general partner by herself as President.

WITNESS my hand and official seal at Nashville, Tennessee, this 11th day of June, 2001.

My Commission expires: March 29, 2003

Charles P. Cron

Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Charles P. Cron, a Notary Public having authority within the State and County aforementioned, personally appeared W.C. "Josh" Wilder, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ~~themselves~~ himself to be ~~two~~ one of the partners in Wilder Properties, G. P., a partnership, the within named bargainor, and that ~~they~~ he as such general partner, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by ~~themselves~~ himself as general partner.

WITNESS my hand and official seal at Nashville, Tennessee, this 14th day of ~~May~~ June, 2001.

My Commission expires: March 29, 2003

Charles P. Cron

Notary Public

EXHIBIT A

Right of First Refusal

If at any time within the period of twenty-one (21) years from the date that this deed is recorded in the land records of Davidson County, Tennessee, any "Owner" (as hereinafter defined) shall receive a bona fide offer from any third party for the purchase, acquisition or lease of the Property or the land described in Exhibit A-1 or any part thereof or interest therein and which offer such Owner desires to accept, or if the Owner of the Property desires to make a bona fide offer to sell, transfer or lease the Property or the land described in Exhibit A-1 or any part thereof or interest therein to a third party , such Owner shall promptly deliver to Grantor, c/o Frances Neal Stansell, 8962 Sawyer Brown Road, Nashville, Tennessee 37221, with a copy to Grantor's registered agent at Grantor's registered address, a written notice setting forth the full terms and conditions of the transaction, and if available, a copy of such offer, in the case of a purchase or other transfer, or a copy of the proposed lease agreement, in the case of a lease. Grantor may, within ten (10) days after receipt of such notice, elect to purchase, acquire or lease the Property or such portion thereof or interest therein which is subject to any offer as described above (the "Offer Property") on the same terms and conditions as those set forth in such notice; except that in the case of any purchase, Grantor shall be credited against the purchase price to be paid by Grantor, the sum equal to the amount of the brokerage commission, if any, which such Owner shall save by sale to Grantor. The failure of Grantor to exercise this right of first refusal with respect to any proposed sale, lease or other transfer by any Owner shall not shall not result in a termination of the right of first refusal, but this said right of first refusal, as provided herein, shall be a continuing right binding upon such Owner and all successor Owners with respect to all subsequent proposed sales, leases or other transfers of the Property or any portion thereof or interest therein. Furthermore, in the event that any proposed sale, lease or other transfer as to which Grantor did not exercise its right of first refusal, as provided above, is not consummated by the Owner of the Offer Property involved within one hundred eighty (180) days after notice thereof was given to Grantor, and Owner still desires to consummate the proposed sale or has received another bona fide offer, the Offer Property must be re-offered to Grantor in the manner provided above; or if prior to the closing of such transaction the terms available to the proposed purchaser, lessee or transferee are modified and made materially more favorable to the third party, then Owner must notify grantor of such modifications and the Offer Property must be re-offered to Grantor on the modified terms and conditions, and in the same manner provided above and Grantor shall have ten (10) days from receipt of the Owner's notice of such modifications within which to exercise the right of first refusal.

EXHIBIT A-1

Description of Grantee's Property

Land in Davidson County, Tennessee, being the northerly part of lot No. 57 on the Plan of Hynes Addition to Nashville, as of record in Minute Book "B", page 85, in Plan Book 1, page 21, Chancery Court at Nashville, described according to a survey made by Erle Drake, County Surveyor, July 12, 1934, as follows:

Beginning on the easterly margin of15th Avenue North, formerly Carroll Street, at a point 142 feet south of the southerly margin of Hynes Street, being the corner of Lots Nos. 55 and 57; thence with the line between said two lots, eastwardly 188 feet to the westerly margin of an alley; thence with said alley, southwardly 33 feet to the northeast corner of a part of said lot owned by Agnes D. Bevington; thence with her northerly line, westwardly 183.5 feet to the easterly margin of 15th Avenue North; thence with same, northwardly 34 feet to the beginning.

Being part of the same property conveyed to Wilder Properties, G. P., a Tennessee general partnership, by deed from Wilder Properties, Ltd., a Tennessee limited partnership, of record as Instrument No. 199912280307540 in the Register's Office for Davidson County, Tennessee.