Dav. Co. File Box 14-A
jtc file no. 16289-4

THIS INSTRUMENT PREPARED BY:

JOHN T. COOK, ESQ.
2927 Berry Hill Drive
Nashville, Tennessee 37204

Davidson County DEEDWARR
Recvd: 06/26/03 10:00 3pgs
Fees:18.00 Taxes:46.25
20030626-0088122

ADDRESS NEW OWNER AS FOLLOWS: SEND TAX BILLS TO:		MAP-PARCEL NOS.
Philip H. Cannady, et. al. c/o Mechanical Pipe & Supply Co. 2969 Armory Drive, Suite 500 Nashville, TN 37204	New Owner	Map 132-08 Parcel 10, formerly Part of Parcel 7

SPECIAL WARRANTY DEED

For and in consideration of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, **JOHN N. ANDREWS, TRUSTEE OF THE JOHN N. ANDREWS LIVING TRUST**, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto **PHILIP H. CANNADY, L. EARL BENTZ, and GARY M. CLARK**, as tenants in common, hereinafter collectively called the Grantees, their heirs, successors and assigns, certain land in Davidson County, State of Tennessee, described as follows, to-wit:

> LAND in Davidson County, Tennessee, being Lot No. C-1 as shown on the resubdivision of Lots D and C-1 of Horrell's Sidco Development, Plat as shown in Instrument No. 20030605-0077784, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.
>
> Being a combination of (a) the property conveyed to Philip H. Cannady, L. Earl Bentz, and Gary M. Clark by deed from Lavada P. Caroland, Deborah Caroland Pollard, Keeble Caroland Baltuth, Clay R. Caroland, III, and Mary Caroland Morphett, of record as Instrument No. 20000627-0064021, Register's Office for Davidson County, Tennessee, and (b) a portion of the property conveyed to John N. Andrews, Trustee of the John N. Andrews Living Trust by deed from John N. Andrews of record as Instrument No. 20020611-0070694, said Register's Office.

This conveyance is made subject to:

1. Current years taxes, Parcel 7 taxes shall be paid by Grantor and Parcel 10 taxes shall be paid by Grantee.

2. Matters shown on plan of record in Instrument No. 20030605-0077784, Register's Office for Davidson County, Tennessee.

3. Rights reserved with reference to uranium, thorium and all other materials essential to production of fissionable materials as set out in deed to State of Tennessee of record in Book 1731, page 533, Register's Office for Davidson County, Tennessee.

4. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 7610, page 584, Register's Office for Davidson County, Tennessee.

5. Easement Agreement for pedestrian and vehicular access of record in Book 7746, page 156, Register's Office for Davidson County, Tennessee.

6. Option Agreement by and between John Andrews as Seller and A.T.C., Inc. as Purchase of record in Book 10026, page 292, Register's Office for Davidson County, Tennessee.

7. Subject to the terms of the conditions and covenants stated in the deeds from CSX Transporation, Inc., of record in Book 7429, page 245, and Book 7925, page 103, Register's Office 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 Grantees, their heirs, successors and assigns, forever; and Grantor does covenant with the said Grantees that he is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered except as set forth above; and Grantor does further covenant and bind himself, its successors and assigns, to warrant and forever defend the title to the said land to the said Grantee, their heirs, successors and assigns, against the lawful claims of all persons whomsoever. Notwithstanding the above, the Grantor does not warrant title to any portion of the above described property previously acquired by the Grantees by the aforementioned deed of record as Instrument No. 20000627-0064021, Register's Office for Davidson County, Tennessee, and said portion of the property is excluded from any representation that the Grantor owns or has owned the property described herein.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 25TH day of June, 2003.

John N. Andrews, Trustee
of the John N. Andrews Living Trust

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $12,500.00.

Affiant

Subscribed and sworn to before me this 25th day of June, 2003.

Notary Public
My commission expires: 4/10/05

JOHN T. COOK NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TN

Comm. Expires 04/10/05

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BEFORE me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared John N. Andrews, with whom I am personally acquainted (or proved to me upon satisfactory evidence), and who, upon oath, acknowledged himself to be the Trustee of the John N. Andrews Living Trust, the within named bargainor, and that he as such Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Living Trust by himself as Trustee.

WITNESS my hand and official seal at Nashville, Tennessee, this 25th day of June, 2003.

Notary Public
My commission expires: 4/10/05

JOHN T. COOK NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TN

Comm. Expires 04/10/05

C:\JTC\ANDREWS.WD