This Instrument Prepared By:
A. HARRISON JOHNSON, JR.,
Attorney at Law
Suite 1850
150 Fourth Avenue, North
Nashville, Tennessee 37219
Telephone: (615) 259-9337

ADDRESS NEW OWNER(S) AS FOLLOWS: SEND TAX BILLS TO: MAP-PARCEL NUMBERS

* Eakes and Whiteside — 525 4th Ave South — Map 93-10, parcel 356
(NAME) (Street Address)

SAME
(NAME) (Street Address)

Nashville, TN 37210
(CITY) (STATE) (ZIP)

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $195,000.00.

Subscribed and sworn to before me, this the 20th day of November, 2003.

Beverly Cantrell
Affiant

My Commission Expires: 1-27-07

Faye R. Harper
(Affix Seal) Notary Public

FAYE R. HARPER
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires JAN. 27, 2007

(FOR REGISTER'S USE)

WARRANTY DEED AND PARTY WALL AGREEMENT

THIS WARRANTY DEED and PARTY WALL AGREEMENT dated this the __ day of November, 2003, from Beverly Cantrell and Kenneth A. Agee ("Grantors" herein), to Larry G. Eakes, III, a one-half undivided tenancy in common ownership in the Property, individually, and his heirs, administrators, successors and assigns, and to Charles W. Whiteside, a one-half undivided tenancy in common ownership in the Property, individually, and his heirs, administrators, successors and assigns (as "Grantees" herein).

Davidson County DEEDWARR
Recvd: 11/20/03 13:12 7pgs
Fees:38.00 Taxes:721.50
20031120-0169446

NOW, THEREFORE, for and in consideration of TEN ($10.00) DOLLARS and for other good and valuable considerations, cash in hand paid by the Grantees to the Grantors, receipt whereof is hereby acknowledged by both of us; we, Beverly Cantrell and Kenneth A. Agee ("Grantors" herein), have bargained and sold, and by these presents do transfer and convey unto Larry G. Eakes, III , a one-half undivided tenancy in common ownership in the Property, individually, and his heirs, administrators, successors and assigns, and to Charles W. Whiteside, a one-half undivided tenancy in common ownership in the Property, individually, and his heirs, administrators, successors and assigns (the "Grantees"), the following described Property (the "Property" herein):

A certain lot or parcel of land in Davidson County, Tennessee, described according to a survey by T.R. Sanford, Surveyor, dated September 13, 1967, as follows:

Beginning at a railroad spike on the westerly margin of 4th Avenue South at the southeast corner of Tract No. 2 conveyed to K.O. Haury and wife, of record in Book 3430, page 630, Register's Office for said County; thence with the center of an alley and Haury's southerly line westwardly 169 feet to an iron pin in the easterly margin of an alley; thence with said alley southwardly 177 feet 9 inches to an iron pin; thence easterwardly 166.7 feet to the westerly margin of 4th Avenue South; thence with said Avenue northwardly 177.9 feet to the beginning.

Being the same property conveyed to Allen D. Agee and wife, Roberta F. Agee, by deed from A.R. Greene and wife, Annie Lois Greene, of record in Book 4171, page 189, Register's Office for Davidson County, Tennessee. The said Allen D. Agee predeceased Roberta F. Agee. The said Roberta F. Agee died intestate on December 21, 2000 (Davidson County Probate Case No. 01P-972), leaving Beverly Cantrell and Kenneth A. Agee as her sole heirs as evidenced by a Quitclaim Deed dated December 19, 2001, of record in Instrument No. 20011220-0140519, Register's Office for said County.

Less and except, however, that property conveyed by Roberta F. Agee to Richard Lee Bogle and Kenneth Durrell Smith, of record in Book 9600, page 879, Davidson County Register's Office.

Less and except, however, that property conveyed by Roberta F. Agee to Warren F. Loftis and wife, Wilma Sue Loftis, of record in Book 11077, page 100, Davidson County Register's Office.

This is (X)improved/ ( )unimproved Property, located at 525 4th Avenue South, Nashville, Davidson County, Tennessee 37210.

Subject, however, to those easements, party walls and agreements, covenants, conditions and restrictions contained in the said deeds of record to Richard Lee Bogle and Kenneth Durrell Smith ("Bogle-Smith"), of record in Book 9600, page 879 (the "Bogle-Smith Deed"), and to Warren F. Loftis and wife, Wilma Sue Loftis ("Loftis"), of record in Book 11077, page 100 (the "Loftis Deed"), Davidson County Register's Office (collectively, the "Deeds").

TO HAVE AND TO HOLD the said interests in said Property, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs and assigns forever; and the Grantors covenant with the Grantees that they are lawfully seized of such interests in said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and except for the current year's property taxes which are being prorated between the parties and paid out of the closing; and Grantors further covenant and bind themselves, their heirs and assigns, to warrant and forever defend the title to said interests in land to said Grantees, their heirs and assigns, against the lawful claims of all persons whomsoever.

The Grantees are the assignees of the option to purchase the Property granted to the Lessee under Lease dated April 25, 2003, by and between the Grantors herein, as Lessor therein, and Auto Bearings & Parts Co., Inc., as Lessee therein. The Grantor has recognized the assignment thereof, and accepted the Grantees as assignees thereof.

PARTY WALL AGREEMENT:

The parties recognize that the Loftis Deed (as to the land immediately to the north [523 4th Avenue South] of the Property), and the Bogle-Smith Deed (as to the land immediately to the south [529 4th Avenue South] of the Property), both contain certain Party Wall Agreements between the Grantor's predecessor in title (Robert F. Agee) and the grantees of such Deeds, which both benefit and burden the Property conveyed herein. And the parties hereto desire to incorporate the same party wall agreements into this deed, so that the agreements in this deed are consistent with the agreements contained in those Deeds. Therefore, the parties agree that:

1. Existence of Walls on or about Property Line. Upon the closing of this transaction, Loftis will be the fee simple owner of the land to the north of the land conveyed herein, upon which a

building exists, and which building abuts and adjoins the Property herein; and the parties desire to recognize and agree to Loftis' use and ownership of the building situated on the north side of such party wall, and the parties desire to recognize and agree to Grantees' use and ownership of the building situated on the Property. Likewise, upon the closing of this transaction, Bogle-Smith will be the fee simple owner of the land to the south of the land conveyed herein, upon which a building exists, and which building abuts and adjoins the Property herein; and the parties desire to recognize and agree to Bogle-Smith's use and ownership of the building situated on the south side of such party wall, and the parties desire to recognize and agree to Grantees' use and ownership of the building situated on the Property.

2. Party Wall Declaration. It is hereby declared that each of the said walls shall be a party wall, and as a part of the consideration for this purchase and sale, each party hereto does hereby agree for herself/himself, her/his heirs, administrators, successors and assigns, that:

> Loftis, and their heirs, administrators, successors and assigns, shall have the right and easement to make use of the northerly wall of the said Property, as a party wall, forever;
>
> and
>
> Bogle-Smith, and their heirs, administrators, successors and assigns, shall have the right and easement to make use of the southerly wall of the said Property, as a party wall, forever;
>
> and
>
> Grantees, and their heirs, administrators, successors and assigns, shall have the right and easement to make use of the Loftis Building and the Bogle-Smith Building, as fully as if the Grantees were Roberta F. Agee (under said Deeds) and as party walls, forever.

3. Conveyance. And, to the same extent that Roberta F. Agee could use the same as a party wall, the Grantors, in consideration of the sum of ten dollars paid to them by Grantees, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey to Grantees such portions of the Loftis and Bogle-Smith walls previously granted and/or reserved to Roberta F. Agee in such Deeds, and of and in the footings and foundations thereof, and of and in the land on which said walls are erected, together with the right of support for the said half of the said wall by the adjoining half thereof. Reference is made to such Deeds for a full and accurate description thereof, which is incorporated herein by

reference as if fully copied herein. To have and to hold the same unto Grantees, their heirs and assigns forever, but subject to and reserving to Grantors, their heirs and assigns and predecessors in title, a like right of support by the half of the wall hereby conveyed for the adjoining half retained by Grantors.

4. Right to Encroach. The parties acknowledge that the party wall(s) and/or the building(s) to the north and to the south may encroach upon the Property conveyed herein and/or upon the properties described in the said Deeds; therefore, the Loftis owners and the Bogle-Smith owners each have an easement to encroach upon the lands of the other, and to make repairs and maintain the said party wall, forever (if such encroachment actually exists)

5. Expense of Repairing or Rebuilding. If it shall hereafter become necessary or desirable to repair or rebuild the whole or any portion of the party wall(s), the expense of such repairing or rebuilding shall be born equally by the Grantees and the neighbor to the north or to the south, as the case may be, their heirs or assigns, as to so much and such portion of the party wall(s) as the parties hereto, their heirs and assigns, shall or may at the time of rebuilding or repairing be using in common for the purpose aforesaid, and that, whenever the party wall(s) or such portion thereof shall be rebuilt, it shall be erected in accordance with then existing codes and as close to the present location as possible (and still comply with codes), and be of the same size, and the same or similar material, and of like quality with the present wall.

6. Damages or Destruction of Wall. In case of damage or destruction of the wall(s), including the foundation, either party, their heirs, successors and assigns, shall have the right to repair or rebuild the party wall(s), and the other party, whenever he/she/it desires to use the same, shall have the right so to do upon the payment of one-half the expenses of such repairing or rebuilding.

7. Arbitration. If any question or difference shall arise between the parties hereto as to the construction of this agreement, or as to the amount to be paid by either party hereunder, or as to any matter connected with the party wall(s) or any extension or repairs or rebuilding thereof, the same shall be referred to three arbitrators, one to be appointed by each of the parties, and a third to be chosen by the two thus appointed, and a decision by majority of them shall be final.

8. Covenants to Run with Land. The covenants and agreements herein contained, including the covenants and agreements in respect to payments to be made by either party to the other for the use of such wall(s) as hereinbefore provided (saving and excepting the

covenants and agreements in respect to payments to be made by either party to the other for the use of such wall or any extension, repairs, or rebuilding thereof, which shall be deemed personal to such other party) shall run with the land, and the liability to perform and the right to enforce performance of the same (except as aforesaid) shall pass to the heirs and assigns of the respective parties hereto; provided, that no person shall be personally liable for the breach of any of the covenants and agreements contained in subparagraph 1 through 8 of this Party Wall Agreement, unless such breach was committed during his ownership of the land.

IN WITNESS WHEREOF, the Grantors have executed this WARRANTY DEED as of the day and year first above written.

Beverly Cantrell
Beverly Cantrell

Kenneth A. Agee
Kenneth A. Agee

By: Beverly Cantrell
Beverly Cantrell
His attorney in fact

[The legal description of the Property is derived from the deed referred to in the derivation clause. The draftsman claims no responsibility for the accuracy thereof.]

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Faye R. Harper, a Notary Public in and for the aforesaid County and State, Beverly Cantrell, with whom I personally acquainted, and who upon oath, acknowledged herself to be the attorney in fact of Kenneth A. Agee, the within named bargainor, and that she as such attorney in fact of the within named bargainor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the said Kenneth A. Agee, the bargainor, by herself as Attorney in fact of the bargainor, for and on behalf of the bargainor.

Witness my hand and seal, at office in Nashville, Tennessee, this the 7th day of November, 2003.

Faye R. Harper
NOTARY PUBLIC [AFFIX SEAL]

MY COMMISSION EXPIRES: 1-27-07

FAYE R. HARPER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires JAN '07

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for the aforesaid County and State, Beverly Cantrell, with whom I personally acquainted, and who acknowledged upon oath or affirmation that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this the 7th day of November, 2003.

Faye R. Harper
NOTARY PUBLIC [AFFIX SEAL]

MY COMMISSION EXPIRES: 1-27-07.

FAYE R. HARPER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.