This Instrument Was Prepared By:
Jack F. King, Jr., Esq.
Miller & Martin LLP
1200 One Nashville Place
150 4th Avenue North
Nashville, TN 37219

Davidson County DEEDWARR
Recvd: 12/09/03 13:05 7pgs
Fees:38.00 Taxes:2960.00
20031209-0176461

Address New Owner(s):
Charles K. Evers
2160 Old Hickory Boulevard
Nashville, TN 37215

Send Tax Bills to:
SAME

Map and Parcel:
Map: 130-01-0
Parcel: 37 and 38

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, EQUITABLE TRUST COMPANY, as successor trustee of the Templeton Trust (as to a one-third (1/3) undivided interest), EQUITABLE TRUST COMPANY, as successor trustee of the Evers Trust No. 1 (as to a one-sixth (1/6) undivided interest) and EQUITABLE TRUST COMPANY, as successor trustee of the Evers Trust No. 2 (as to a one-sixth (1/6) undivided interest) (the "Grantor"), has this day bargained and sold, and does hereby transfer and convey to CHARLES K. EVERS (the "Grantee"), his heirs and assigns, a two-thirds (2/3) undivided interest in the following described land in Davidson County, Tennessee, to-wit:

The tract or parcel of land located in Nashville, Davidson, County, Tennessee and being more particularly described on Exhibit A attached hereto.

This is improved property known as 5212 and 5300 Harding Road, Nashville, Tennessee.

Except as may be expressly set forth in the Contract of Purchase and Sale between Grantor to Grantee dated August 29, 2003 (the "Contract") or in this Deed, it is understood and agreed that Grantor is not making and has not at any time made any representations or warranties of any kind or character, express or implied, with respect to the herein described premises, including but not limited to, warranties or representations as to habitability, merchantability, fitness for a particular purpose, zoning, physical or environmental condition or the compliance of the said premises with governmental laws. Grantee acknowledges and agrees, that except as expressly set forth in the Contract or in this Deed, Grantor hereby sells and conveys to Grantee and Grantee hereby accepts the premises "as is", "where is, with all faults." The parties acknowledge that Grantee has conducted such investigations of the said premises, including but not limited to, the physical and environmental conditions thereof, as Grantee deems necessary to satisfy itself as to the condition of the premises.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee and his heirs and assigns, forever. Grantor covenants with said Grantee that Grantor has full power and lawful authority to sell and convey the said real estate, subject to those matters set forth on Exhibit B attached hereto, and Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said real estate against the lawful claims of all persons claiming by, through or under it, but no further or otherwise.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 4th day of December, 2003.

EQUITABLE TRUST COMPANY as
successor trustee of the Templeton
Trust (as to a one-third (1/3) undivided interest)

By: _____
Title: President

EQUITABLE TRUST COMPANY, as
successor trustee of the Evers Trust No. 1
(as to a one-sixth (1/6) undivided interest)

By: _____
Title: President

EQUITABLE TRUST COMPANY, as
successor trustee of the Evers Trust No. 2
(as to a one-sixth (1/6) undivided interest)

By: _____
Title: President

STATE OF Tennessee)
)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared M. Kirk Scobey, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of EQUITABLE TRUST COMPANY, as successor trustee of the Templeton Trust (as to a one-third undivided interest), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 4th day of December, 2003.

NOTARY PUBLIC

JACK F. KING, JR.
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 31, 2004

My Commission Expires: 5/31/2004

STATE OF Tennessee)
)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared M. Kirk Scobey, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of EQUITABLE TRUST COMPANY, as successor trustee of the Evers Trust No. 1 (as to a one-sixth undivided interest), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 4th day of December, 2003.

NOTARY PUBLIC

JACK F. KING, JR.
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 31, 2004

My Commission Expires: 5/31/2004

STATE OF Tennessee)
)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared M. Kirk Scobey VP, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of EQUITABLE TRUST COMPANY, as successor trustee of the Evers Trust No. 2 (as to a one-sixth undivided interest), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 4th day of December, 2003.

NOTARY PUBLIC

JACK F. KING, JR. NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires MAY 31, 2004

My Commission Expires: 5/31/2004

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STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $800,000.00.

Charles K. Evers
Affiant

Subscribed and sworn to before me this 8th day of December, 2003.

CAROLE M. MAXSON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE

Carole M. Maxson
Notary Public

My Commission Expires: 7-14-04

EXHIBIT A

Land located in Nashville, First Civil District, Twenty-Third Councilmanic District, Davidson County, Tennessee, located west of Harding Road and east of CSX Railroad at Harding Place and being more particularly described according to a survey by Barge, Waggoner, Sumner & Cannon, Inc., 211 Commerce Street, Suite 600, Nashville, Tennessee, dated October 27, 2003 prepared by Wendell H. Talley, RLS No. 785, bearing file number 09859-01, as follows:

Beginning at an iron pin at the intersection of the westerly right-of-way of Harding Road (right-of-way varies) and the easterly right-of-way of CSX Railroad;

Thence, along the westerly right-of-way of Harding Road the following calls:

With a curve to the left 366.16 feet, said curve having a central angle of 04° 32' 13", a radius of 4,624.00 feet, a tangent of 183.18 feet and a chord of South 14° 24' 17" West 366.06 feet;

South 12° 08' 10" West, 383.90 feet to the northeasterly corner of Fenner-Spelman property of record in Deed Book 7739, Page 123, Register's Office Davidson County, Tennessee;

Thence, leaving said right-of-way, North 77° 47' 52" West, 107.55 feet to the easterly right-of-way of said CSX Railroad;

Thence, along said Railroad right-of-way, North 21° 23' 00" East, 759.42 feet to the Point of Beginning.

Containing 36,647 square feet, or 0.84 acre, more or less.

Being the same property a one-third undivided interest in which was conveyed to Equitable Trust Company as successor trustee of the Templeton Trust by Quitclaim Deed of record in Book 9848, page 491, Register's Office for Davidson County, Tennessee and by Quitclaim Deed of Correction of record as instrument no. 20031120-0169606, Register's Office for Davidson County, Tennessee; being the same property a one-sixth undivided interest in which was conveyed to Equitable Trust Company as successor trustee of the Evers Trust No. 1 by Quitclaim Deed of record as instrument no. 20021122-0145717, Register's Office for Davidson County, Tennessee and by Quitclaim Deed of Correction of record as instrument no. 20031120-0169606, said Register's Office; and being

the same property a one-sixth undivided interest in which was conveyed to Equitable Trust Company as successor trustee of the Evers Trust No. 2 by Quitclaim Deed of record in Book 9957, page 9, Register's Office for Davidson County, Tennessee and by Quitclaim Deed of Correction of record as instrument no.20031120-0169606, said Register's Office.

EXHIBIT B

1. Real Estate taxes for 2003, due and payable but not yet delinquent.

2. Right of Way of record in Book 3612, page 606, Register's Office for Davidson County, Tennessee.

3. Agreement for Dedication of Easement for Water Mains and Appurtenances of record in Book 3863, page 882, Register's Office for Davidson County, Tennessee.

4. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4207, page 337, Register's Office for Davidson County, Tennessee.

5. Memorandum of Lease by and between F. Bernard Evers and Hart Hardware Company, a Tennessee corporation of record in Book 7141, page 409, Register's Office for Davidson County, Tennessee, as re-recorded in Book 7158, page 457, said Register's Office.

6. Memorandum of Lease and Collateral Assignment of Lease of record in Book 7498, page 25, Register's Office for Davidson County, Tennessee.