Davidson County DEEDWARR
Recvd: 01/12/04 10:45 2pgs
Fees:13.00 Taxes:481.00

20040112-0004453

THIS INSTRUMENT PREPARED BY: **Marcy S. Hardee** **GULLETT, SANFORD, ROBINSON & MARTIN, PLLC** 230 FOURTH AVENUE, NORTH P. O. BOX 198888 NASHVILLE, TENNESSEE 37219-8888 (615) 244-4994	STATE OF TENNESSEE) COUNTY OF DAVIDSON) The actual consideration or value, whichever is greater, for this transfer is $130,000.00. Affiant Subscribed and sworn to before me this 8th day of January, 2004. Notary Public My Commission Expires:

Address New Owner As Follows: The Home City Ice Company 5709 Harrison Avenue Cincinnati, OH 45248	Send Tax Bills To: Same	Map-Parcel Number: Part of 183-00-0 091.00

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, **HAROLD W. GREER,** married, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto **THE HOME CITY ICE COMPANY**, hereinafter called the Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 2 on the Final Plat Interchange City Industrial Park Resubdivision of Lot 215A, of record as Instrument No. 20031218-0180446, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being part of the same property conveyed to Harold W. Greer by deed from Interchange City Associates, Ltd., a Tennessee limited partnership, of record in Book 7525, page 778, Register's Office for Davidson County, Tennessee.

THE SUBJECT PROPERTY IS NOT THE USUAL PLACE OF RESIDENCE OF THE GRANTOR OR HIS SPOUSE.

A new legal description was prepared for this transaction.

This conveyance is made subject to:

1. 2004 Metro taxes, a lien but not yet due and payable, which have been prorated and assumed by Grantee. By acceptance of delivery of this instrument, Grantee assumes and agrees to pay such taxes as and when such become payable and to indemnify and hold harmless Grantor from liability and loss therefrom.

2. All matters as shown on the Plan of record as Instrument No. 20031218-0180446, Register's Office for Davidson County, Tennessee.

This is unimproved property known as Lot 2 of 1410 Gould Blvd, LaVergne, TN 37143.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever; and I covenant with the said Grantee that I am lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and further covenant and bind myself, my heirs and assigns, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns, against the lawful claims of all person whomsoever.

WITNESS my hand this 8th day of January, 2004.

Harold W. Green

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **HAROLD W. GREER**, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 8th day of January, 2004.

Notary Public

My Commission Expires: 9/24/2005