Davidson County DEEDWARR
Recvd: 02/23/05 10:27 3 pgs
Fees:18.00 Taxes:92.50
20050223-0019576

This Instrument Prepared By:
Randle S. Davis, Esq.
150 Fourth Avenue, North, Suite 1850
Nashville, Tennessee 37219-2408
Based upon information supplied
by Grantor.

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NEW OWNER ADDRESS:
Robert Mallory
9010 Split Log Road
Brentwood, TN 37027

SEND TAX NOTICES:
NEW OWNER

MAP-PARCEL NOS.:
Tax Map: 93-10
Parcel: 405

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GENERAL WARRANTY DEED

Whereas, Gilbert Ward Lovell, Jr., (herein referred to as "DECEDENT"), passed away on November 6, 1988, a resident of Robertson County, Tennessee;

Whereas, DECEDENT owned at the time of his demise a fee simple interest in and to the real property described hereinbelow;

Whereas, DECEDENT devised all of his right, title and interest in and to the real property described hereinbelow to his children pursuant to the terms and provisions of his Last Will & Testament which was probated in the Chancery Court of Robertson County, Tenneessee (Case No. 10982);

Whereas, Angela Agee (herein referred to as "GRANTOR"), as a child of DECEDENT, inherited a one-fifth (1/5th) interest in and to the real property described hereinbelow which interest is evidenced by the Affidavit of Inheritance recorded as Instrument No. 20050222-0018901, Register of Deeds Office for Davidson County, Tennessee.

FOR AND IN CONSIDERATION OF Ten Dollars ($10.00) in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, GRANTOR has bargained and sold and by these presents does hereby grant, transfer and convey one-fourth of GRANTOR's said one-fifth right, title and interest in and to the real property described hereinbelow to **Robert Mallory** (herein referred to as "GRANTEE"), his heirs, successors and assigns, being a certain tract or parcel of land in the State of Tennessee, Davidson County, and described as follows, to wit:

(See **Exhibit "A"** attached hereto and made a part hereof by reference.)

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, his heirs, successors and assigns, forever. GRANTOR covenants that she is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and that the same is unencumbered, except as otherwise set forth herein or in **Exhibit "A"** attached hereto. GRANTOR further covenants and binds herself, her heirs,

successors, assigns and legal representatives to warrant and forever defend the title to said land to the said GRANTEE, his heirs, successors and assigns, against the lawful claims of all persons whomsoever.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my hand this 4th day of February, 2005.

Angela Agee

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, **Angela Agee**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 4th of February, 2005.

My Commission Exp. July 19, 2008

My Commission Expires: _____ **Notary Public**

NANDLE S. DAVIS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TN

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AFFIDAVIT OF VALUE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $25,000.

Affiant

Sworn to and subscribed before me this 4th day of February, 2005.

My Commission Exp. July 19, 2008

My Commission Expires: _____ **Notary Public**

NANDLE S. DAVIS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TN

Exhibit "A"

Property Description & Encumbrances/Restrictions/Etc.

Tract No. 1: Being Lot No. 6 and the southerly 30 feet of Lot No. 7 on the plan of Kirkman's Subdivision, of Lots Nos. 15, 16, 17, 25, 26 and 27 in the First Plan of Davidson Academy Lots, as of record in Book "R", page 460, Register's Office for said County.

Said Lot No. 6 and the southerly part of Lot No. 7 fronts together 64 feet on the westerly side of Third Avenue South, formerly College Street and runs back between parallel lines, with the southerly margin of Molloy, formerly Kirkman Street, as widened 162 feet to the easterly margin of Hume, formerly Thomas or Almond Street.

Tract No. 2: Being Lot No. 5 in the Ellen Kirkman Plan of Lots, as of record in Book "R", page 460, Register's Office for said County.

Said Lot No. 5 fronts 40 feet on the westerly side of Third Avenue South, formerly College Street, and extends back between parallel lines, 162 feet, more or less, to Almond, formerly Thomas or Hume Street, the southerly 2 feet of premises being included in the foregoing description but excluded from this conveyance.

Being a portion of Grantor's interest in said property as described in the Affidavit of Inheritance (Real Estate) of Angela Agee recorded as Instrument No. 20050222-0018901, Register's Office for Davidson County, Tennessee.

This property is also known as 307 3rd Ave So, Nashville, Davidson County, TN 37201-2203.

LIENS AND ENCUMBRANCES:

1. No Title Search has been conducted.

2. This tract is subject to all easements and/or restrictions either recorded or by prescription that a complete title search may reveal.

3. This property is subject to any and all lawful easements, set-back lines, restrictions, etc., of record and applying to the within described property and to the zoning regulations of the appropriate governmental body.

4. Item III Paragraph C of the Last Will and Testament of Gilbert Ward Lovell, Jr., gives Rock City Machine Company, LLC (successor-in-interest to Rock City Machine Company, Inc.) a first right to lease the property for an amount not less than the amount paid at the death of Decedent Gilbert Ward Lovell, Jr., and shall have the right to continue to lease this property so long as Rock City Machine Company, LLC (successor-in-interest to Rock City Machine Company, Inc.) conducts business at this location and at a rental no greater than fifty percent (50%) of the fair market rental value of the property.