RECORD & RETURN TO:
Haynes & Freeman, PLC.
P.O. Box 527
Goodlettsville, TN 37070

Davidson County DEEDWARR
Recvd: 04/30/07 12:10 3 pgs
Fees:18.00 Taxes:2127.50
20070430-0051092

WARRANTY DEED

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $575,000.00.

Wallace P. Mitchell
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS 25th DAY OF APRIL, 2007.

NOTARY PUBLIC

My Commission Expires:
3/22/08

NOTARY PUBLIC AT LARGE SEAL
DAVIDSON COUNTY, TENN.

THIS INSTRUMENT WAS PREPARED BY:
Douglas A. Bracet, Esq.
ORTALE, KELLEY, HERBERT & CRAWFORD
200 Fourth Avenue North
Nashville, TN 37219-0375
Our File #22468

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
Wallace P. Mitchell 2862 Highway 41 Springfiield, TN 37172	SAME	26-12-012.00

FOR AND IN CONSIDERATION of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **KIMBRO EQUITIES I**, a Tennessee general partnership, hereinafter called **"GRANTOR,"** has bargained and sold, and by these presents do transfer and convey unto **WALLACE P. MITCHELL ,** hereinafter called **"GRANTEE,"** its successors and assigns, a certain tract or parcel of land in Williamson County, State of Tennessee, described as follows:

Being a tract of land lying in the 11th Councilmanic District of Davidson County, Tennessee, said tract further described as being Lot No. 1 on the Plan of Pronto Oil Subdivision of record in Book 4885, page 186, in the Register's Office for Davidson County, Tennessee, more particularly described as follows:

Beginning at a point on the easterly margin of Cumberland Hills Drive, said point further described as being the most northwesterly corner of Lot No. 21 on the Plan of Mansker Meadows, Section II, of record in Book 2663, page 16, Register's Office for Davidson County, Tennessee; thence with the easterly margin of Cumberland Hills Drive in a northerly direction with a curve having a radius of 912.74 feet to the right, a distance of 13.57 feet to a point; thence continuing with the easterly margin

of Cumberland Hills Drive, North 6 deg. 29 min. West a distance of 297.00 feet to a point; thence with a curve having a radius of 20.00 feet to the right a distance of 31.42 feet to a point on the southerly margin of Gallatin Pike; thence with the southerly margin of Gallatin Pike, North 83 deg. 31 min. East a distance of 130.00 feet to a point; thence leaving the southerly margin of the said Gallatin Pike, South 6 deg. 29 min. East a distance of 328.31 feet to a point in the northerly line of the said Lot No. 21 on the Plan of Mansker Meadows, Section II; thence with the northerly line of Lot No. 21, South 82 deg. 40 min. 07 sec. West a distance of 149.92 feet to the point of beginning.

TOGETHER WITH an easement for sub-soil sewerage system described as follows:

Beginning at a point North 82 deg. 40 min. 07 sec. East 149.92 feet, more or less, from the easterly margin of Cumberland Hills Drive, said point further described as being North 06 deg. 29 min. West 10 feet from the southeasterly corner of Lot No. 1, described above; thence with the easterly boundary line of said Lot No. 1, North 06 deg. 29 min. West 20 feet to a point; thence eastwardly and parallel to Gallatin Pike, 78 feet, more or less, to a point; thence northeastwardly 96 feet, more or less, to a point; thence eastwardly 340 feet, more or less, to a point; thence northwardly 49 feet, more or less, to a point; thence eastwardly 103 feet, more or less, to a point; thence southeastwardly 78 feet, more or less, to a point; thence westwardly and parallel to the said Gallatin Pike, 468 feet, more or less, to a point; thence southwestwardly 98 feet, more or less, to a point; thence westwardly 30 feet, more or less, to the point of beginning, all as shown on the recorded Plan of Pronto Oil Subdivision as aforesaid.

Being part of the same property conveyed to Kimbro Equities I, a Tennessee general partnership, by Installment Deed from G & H Investment Company, a Tennessee general partnership, of record in Book 9574, page 237, in the Register's Office for Davidson County, Tennessee.

The conveyance of the above-described parcel of land is subject to the following:

1. Taxes for the current year, which are a lien, but are not yet due and payable, and which have been prorated between the parties hereto.
2. Matters shown on plat of record in Book 4885, page 186, in the Register's Office for Davidson County, Tennessee.
3. Easement granted to Southern Bell Telephone and Telegraph Company of record in Book 1710, page 563, in said Register's Office.
4. Terms and conditions of Lease Agreement by and between Kimbro Equities I, Lessor, and The Lamar Companies, Lessee, as evidenced by Memorandum of Lease of record as Instrument No. 20021002-0119584 in said Register's Office.
5. Subject to any and all zoning regulations, building restrictions, setback lines and easements and rights-of-ways for public utilities applicable to this property.

This conveyance is further subject to the restriction that the sale of gasoline and other petroleum products and motor fuels is specifically prohibited on the real property conveyed herein for a period of five (5) years from the date hereof.

This property is also known as improved property located at 2425 Gallatin Pike, Madison, Tennessee 37115.

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 successors and assigns, forever, and GRANTOR does covenant with the said GRANTEE that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and GRANTOR does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said GRANTEE, his 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 our hands this 25th day of April , 2007.

KIMBRO EQUITIES I, a Tennessee General Partnership

BY: William C. Kimbro, G.P.
William C. Kimbro, General Partner

BY: Harlon J. Kimbro, Jr.
Harlon J. Kimbro, Jr., General Partner

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, a Notary Public in and for said County and State, the within named **Harlon J. Kimbro, Jr., and William C. Kimbro,** with whom I am personally acquainted, and who, upon their respective oaths, acknowledged themselves to be partners of **Kimbro Equities I,** a Tennessee general partnership, the within named bargainor, and that as such partners executed the foregoing instrument for the purposes therein contained by signing the name of the partnership as said partners.

WITNESS my hand and seal at office in Nashville, this 25th day of April, 2007.

My commission expires:
9-19-2009

Bridget B. Ross
Notary Public

(SEAL)

BRIDGET B. ROSS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

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