Davidson County DEEDWARR
Recvd: 03/02/09 12:20 3 pgs
Fees:18.00 Taxes:286.75

20090302-0018048

Box 44

**THIS INSTRUMENT PREPARED BY:**
GEORGE V. CRAWFORD, JR.
**GULLETT, SANFORD, ROBINSON & MARTIN, PLLC**
315 DEADERICK STREET, SUITE 1100
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 $77,500.00.

AFFIANT

Subscribed and sworn to before me, this 26th day of February, 2009.

Notary Public

My Commission Expires: 1/23/10

| Address New Owner As Follows: | Send Tax Bills To: | Map-Parcel Number: |
|---|---|---|
| Kwik Stop Mercado 2, a Tennessee Partnership<br>105 E. Webster Street<br>Madison, TN 37115 | SAME | 051-08-0-050.00 |

## 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, **JERRY LEE POTTS AND NORMAN A. POTTS**, hereinafter called the Grantors, have bargained and sold, and by these presents does transfer and convey unto **KWIK STOP MERCADO 2, a Tennessee Partnership**, 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. 6 on the unrecorded plan of the re-subdivision of Lots 3, 12 and 13 in Montague's Subdivision, according to the survey made by Z. J. Wilkerson, Surveyor, on June 21, 1939.

Said Lot No. 6 fronting 50 feet on the northerly side of Webster Street, and runs back from the center of said street, 180 feet on the westerly line and 178.5 feet on the easterly line to Gibson's Creek, and westerly 50 feet thereon.

Being the same property conveyed to Maureen Sadler Potts and Jerry Lee Potts, tenants in common with right of survivorship, by deed from Maureen Sadler Potts, of record in Book 10790, page 572, Register's Office for Davidson County, Tennessee; the said Maureen Sadler Potts having since died. By quitclaim deed Jerry Lee Potts conveyed his interest to Jerry Lee Potts and Emma Jane Toy, tenants in common with right of survivorship, of record at Book 11286, page 377, said Register' Office. By quitclaim deed Jerry Lee Potts conveyed a one-half interest in subject property to Norman A. Potts, of record at Instrument No. 20060929-0120382, said Register' s Office. By quitclaim deed Emma Jane Toy conveyed her interest in subject property to Jerry Lee Potts, of record at Instrument No. 20080401-0032460, said Register's Office, vesting title in Jerry Lee Potts and Norman A. Potts.

Subject property is not the usual place of residence of either of the Grantors.

A new legal description was not prepared for this transaction. The legal description is the same as the previous instrument of record.

This conveyance is made subject to:

1. 2009 taxes, a lien due and payable but not yet delinquent, 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 Grantors from liability and loss therefrom.

2. Subject to the flow of Gibson's Creek.

3. Title to that portion of the premises embraced within the bounds of any roads, streets or highways.

This is improved property known as: 105 E. Webster Street Madison,TN 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, its successors and assigns, forever; and we covenant with the said Grantee that we are 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 ourselves, our 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 26th day of February, 2009.

Jerry Lee Potts

Norman A. Potts

STATE OF TENNESSEE )
COUNTY OF Davidson )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **JERRY LEE POTTS**, 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 26th day of February, 2009

Notary Public

My Commission Expires:

GEORGE V. CRAWFORD JR. NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY, TENN.

My Commission Expires MAY 2, 2011

368287.1/200736

STATE OF TENNESSEE )
COUNTY OF Davidson )

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

**WITNESS** my hand, at office, this 26th day of February, 2009

Notary Public

My Commission Expires: _____

GEORGE V. CRAWFORD, JR.
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires MAY 2, 2011