BILL GARRETT, Davidson County
Trans: T20160003812 DEEDWARR
Recvd: 01/14/16 16:09 6 pgs
Fees: 33.00 Taxes: 12390.90
20160114-0004172

This Instrument Prepared By:
Thomas C. Scott
Tune, Entrekin & White, P.C.
315 Deaderick St, Suite 1700
Nashville, TN 37238

WARRANTY DEED

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP & PARCEL:
Thomas C. Scott, Trustee P.O. Box 22149 Nashville, TN 37202 Attn: Randall L. Price	SAME	Map/Parcel: 108-00-0-045.00

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Robert D. Whitworth as Successor Trustee to Mrs. M.C. Whitworth, Jr., Trustee U/A/D November 20, 1996 of the Whitworth Revocable Living Trust Agreement (the "Grantor"), has bargained and sold, and by these presents does transfer and convey unto Thomas C. Scott Trustee with full power to transfer, mortgage and encumber the herein conveyed Property without the joinder or disclosure of any beneficiary under Trust Agreement dated January 13, 2016 (the "Grantee"), his heirs, successors, and assigns, a certain tract or parcel of land (the "Property") in Davidson County, State of Tennessee, more fully described on Exhibit "A", attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said Property, with the appurtenances, estate, title and interest thereto belonging to the Grantee, his heirs, successors and assigns forever. And the Grantor does covenant with the Grantee that the Grantor is lawfully seized and possessed of said Property in fee simple, has a good right to covey it, and the same is unencumbered, except as shown on Exhibit "B" attached hereto and incorporated by reference. And Grantor does further covenant and bind himself, his heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, his heirs, successors and assigns, against the lawful claims of all persons whomsoever. This conveyance is subject to Grantor's occupancy rights after the date hereof set forth on Exhibit C.

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

(Remainder of page intentionally left blank; signature blocks follow.)

IN WITNESS WHEREOF, the undersigned Grantor has hereunto subscribed his name on this 13th day of January, 2016.

GRANTOR:

Robert D Whitworth

Robert D. Whitworth as Successor Trustee
to Mrs. M.C. Whitworth, Jr., Trustee U/A/D
November 20, 1996 of the Whitworth
Revocable Living Trust Agreement

STATE OF TENNESSEE)
)
COUNTY OF Wilson)

Personally appeared before me, Jonathan M. Tinsley, a Notary Public of said County and State, Robert D. Whitworth as Successor Trustee to Mrs. M.C. Whitworth, Jr., Trustee U/A/D November 20, 1996 of the Whitworth Revocable Living Trust Agreement, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at Office in Lebanon, Tennessee, this 13th day of Janaury, 2016.

JONATHAN M. TINSLEY STATE OF TENNESSEE NOTARY PUBLIC WILSON COUNTY

NOTARY PUBLIC
My Commission expires: 5/3/2016

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $3,348,892.05. This is equal to or greater than the value the property would bring at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 13th day of January, 2016.

ERICA MARTINEZ STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
My Commission expires:

My Commission Expires MAY 3, 2016

EXHIBIT A

PROPERTY DESCRIPTION

Land in the Third Civil District of Davidson County, Tennessee, described according to a copy of a survey made by George W. Watkins, Surveyor, dated September 8, 1955, as follows:

Beginning at a point in the center line of Elm Hill Pike, said point being the Southeast corner of the property owned by Mrs. R. R. Neil, Jr.; thence North 2 degrees 30' East 1211 feet to a post; thence North 80 degrees west 86 feet to an iron pin in fence line; thence North 5 degrees East 664 feet to an iron pin; thence North 13 degrees 40' West 354.4 feet to an iron pin; thence North 62 degrees East 223 feet to a point; thence South 1 degree 30' west 156 feet to a post; thence North 80 degrees 30' East 479 feet to a point; thence South 82 degrees 30' East 546 feet to a point; thence South 2 degrees 30' West 2312 feet along a fence to the center line of Elm Hill Road; thence with the center line of Elm Hill Road North 86 degrees 45' West 1081.5 feet to the point of beginning, containing 60.32 acres, more or less.

Included but excluded from the above described property is that portion of the above premises conveyed to the State of Tennessee for the right-of-way of Interstate Highway I-40.

Also included but excluded from the above described property are those parcels of land deeded of record as Book 4056, page 582; Book 4190, page 686; Book 4190, page 688; Book 4190, page 690 and Book 8006, page 746, said Register's Office.

Being the same property conveyed to M.C. Whitworth, Jr., by deed from Sally Whitworth Neil, of record as Book 3872, page 331, dated March 18, 1965, said Register's Office. The said M.C. Whitworth Jr. having since died, leaving his estate to his wife, Robbie Seaborn Whitworth in his Last Will and Testament, of record in Will Book 159, page 736, Probate Office of Davidson County, Tennessee. Mrs. M.C. Whitworth Jr. further conveyed the subject property to Mrs. M.C. Whitworth Jr., Trustee U/A/D November 20, 1996 of the Whitworth Revocable Living Trust Agreement and any Successors in Trust and any amendments thereto by deed of record as Book 10266, page 122, said Register's Office. The said Mrs. M.C. Whitworth having since died leaving Robert D. Whitworth as Successor Trustee.

Also being more particularly described as follows:

A tract of land located in the Fourteenth Councilmanic District of Nashville, Davidson County, Tennessee on Neilworth Lane near McCrory Creek Road and Interstate I-40 and being more particularly described as follows:

Beginning at a concrete monument in the northerly right-of-way of Interstate I-40, said concrete monument being a southwesterly corner of Thomas C. Scott, Trustee property of record in Deed Book 6597, Page 388, R.O.D.C. and the southeasterly corner of the subject tract;

Thence with said right-of-way as follows:

S52°58'44"W, 1,464.11 feet,
Southwesterly with a curve to the right 45.12 feet to the easterly right-of-way of Neilsworth Lane, said curve having a radius of 5,879.58 feet, a central angle of
00°26'23" and a chord of 45.12 feet at S53°11'55.5"W,

Thence with said right-of-way as follows:

N06°08'29"E, 172.22 feet,
N83°51'31"W, 14.79 feet to the easterly boundary of Thomas C. Scott, Trustee property of record in Deed Books 6434, Page 434 and 6444, Page 403, R.O.D.C.,

Thence with the boundary of said Scott, Trustee property as follows:

N07°00'50"E, 422.53 feet to a fence post,
N75°40'24"W, 86.00 feet to a fence post,
N09°19'18"E, 662.07 feet to a fence post,
N07°48'37"W, 90.67 feet to a southwesterly corner of John Robert Seaborn, Sr., et ux, Nina E. Osborn Seaborn property of record in Deed Book 4574, Page 974, R.O.D.C.,

Thence with the southerly boundary of said Seaborn property N79°28'09"E, 1,042.26 feet to an iron rod in the southerly boundary of Thomas C. Scott, Trustee property of record in Deed Book 6599, Page 961, R.O.D.C.:

Thence with said boundary of Scott, Trustee property S77°52'14"E, 200.29 feet to a northwesterly corner of Thomas Scott, Trustee property of record in Deed Book 6597, Page 388, R.O.D.C.:

Thence with the boundary of said Scott, Trustee property S08°00'52"W, 603.70 feet to the beginning.

Containing 1,192,559 Square Feet or 27.377 Acres, more or less.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Grantor and Grantee have prorated the 2016 taxes and payment of the same is assumed by the Grantee.

2. Application for Greenbelt Assessment of record in Book 8846, page 469, said Register's Office. Grantee assumes the payment of all roll-back taxes.

3. Lease Agreement granted to National Advertising Company of record in Book 4487, page 902, said Register's Office.

4. Easement as set out in the Agreed Final Order of record in Book 6065, page 71, said Register's Office.

5. Memorandum of Lease of record as Instrument No. 20040102-0000122, said Register's Office.

EXHIBIT C

Seller's Occupancy Rights after Closing

1. The home currently on the property may be donated to the APTA Buchanan Log House. Seller shall be responsible for the costs of moving the house. In the event the APTA does not want to move the house to their property or the cemetery property, then Seller reserves the right to give it to whomever Seller decides so long as the house is moved with twelve (12) months after the date of this Deed. In addition, Seller may also donate the logs from the log house located on the former Neil property to the APTA Log House. Seller shall not be obligated to move these structures or any part thereof and if they are not moved within the time set forth herein they shall become the sole property of the Buyer.

2. The Seller shall have up to sixteen (16) months after the date of this Deed to move its farm equipment and personal property now on the site. In the event the Buyer needs possession of the Property after twelve (12) months but before the sixteen (16) months expires, Buyer shall have the right to move and store the farm equipment and personal property at Buyer's expense.

3. Grantor shall have the right to collect the rent from the Billboards on the Property until full payment has occurred with regard to the Note secured by the Deed of Trust being executed by the Grantee encumbering the Property and being recorded immediately after this Deed. The Billboard Leases may not be cancelled by the Grantor until full payment of the Note has occurred and the leases may be extended by the Grantor until full payment has occurred but no extension may exceed a period of one (1) year. Upon full payment of the Note, the Grantor will execute an assignment to Grantee of all interest of the Lessor under the Billboard Leases.