

OWNER & TAXPAYER RESPONSIBILITY:  
Family Pride Corporation  
100 West 5th Avenue  
Lenoir City, TN 37771

THIS INSTRUMENT PREPARED BY:  
ROBERT A. VEST, Attorney  
205 East Broadway  
Lenoir City, TN 37771  
(865) 986-8054

## WARRANTY DEED

THIS INDENTURE, made this 24<sup>th</sup> day of October, A.D., 2003,

between **THE LENOIR COTTON MILL ASSOCIATION, A TENNESSEE NON-PROFIT CORPORATION**, of Loudon County, Tennessee, Party of the First Part, and **FAMILY PRIDE CORPORATION**, of Loudon County, Tennessee, Party of the Second Part.

### WITNESSETH

That the said Party of the First Part, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations not herein recited, SUBJECT TO THE "HISTORICAL INTEGRITY" REVERTER PROVISION HEREIN, to it in hand paid by the said Party of the Second Part, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and does hereby grant, bargain, sell and convey, unto the said Party of the Second Part, his heirs and assigns forever, the following described premises, to-wit:

#### Tract I:

**SITUATED** in the Second (2<sup>nd</sup>) Civil District of Loudon County, Tennessee, and being more particularly described as follows:

**BEGINNING** at an iron post corner to the property of the United States of America/Tennessee Valley Authority, said iron post being located 16 feet from the center line of Bussell Ferry Road; thence from said point of beginning and with the line of USA/TVA South 75 deg. 31 min. 49 sec. West 124.91 feet to an iron pin; thence continuing with USA/TVA North 28 deg. 01 min. 00 sec. West 67.90 feet to a spike in the pavement of Bussell Ferry Road; thence with Bussell Ferry Road South 83 deg. 03 min. 00 sec. East 88.62 feet to an iron pin; thence South 74 deg. 29 min. 10 sec. East 67.33 feet to the point of beginning and containing 0.105 acres according to survey of Harry E. Fraser dated February 10, 1990.

This property is subject to a HISTORICAL INTEGRITY REVERTER CONDITION that if Grantee shall not within three years restore the historical building existing on the premises, maintaining its historical integrity (historical adaptive reuse), or if the building is substantially destroyed within the three year period, then the property shall revert back to the Lenoir Cotton Mill Association.

As used in this Deed, adaptive reuse would be defined as restoring the building to its historical integrity while allowing the land owner the ability to use the site for a more modern use.

**THIS BEING** the same property conveyed to The Lenoir City Cotton Mill Association, by Warranty Deed dated August 9, 1993, from The City of Lenoir City, Tennessee, of record in Deed Book 228, Page 844, Loudon County Register's Office.

PROPERTY ASSESSOR'S REFERENCE: *MAP 21 pt of Parcel*  
Old- Map , Group , Parcel (Not available) *172*  
New- Map , Group , Parcel (Not available)

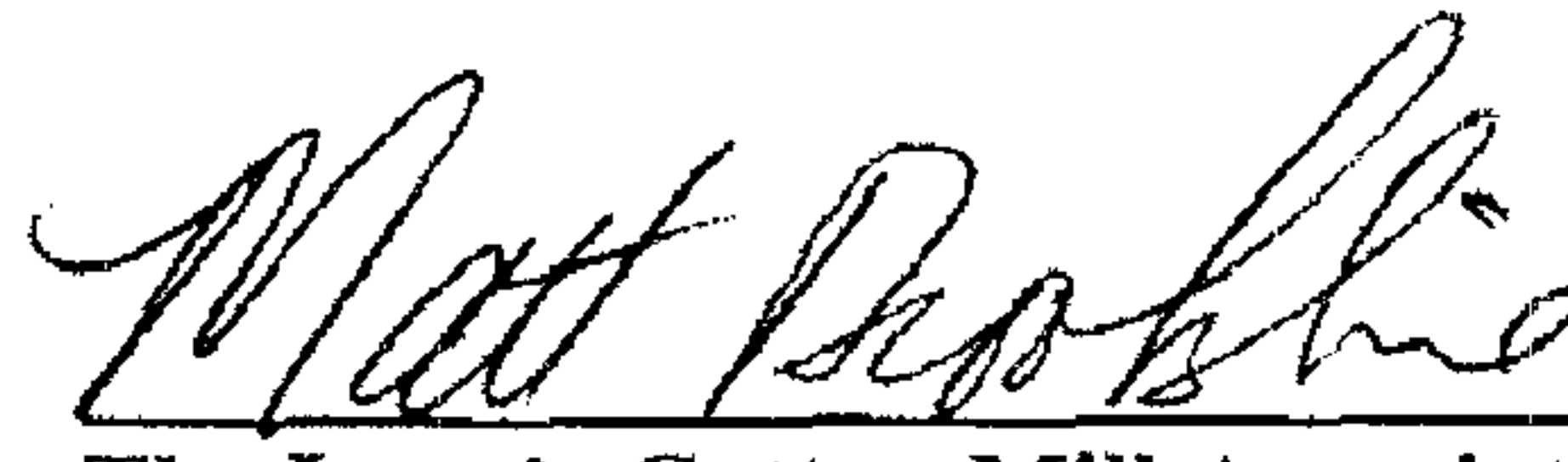
THE PREPARER OF THIS INSTRUMENT MAKES NO REPRESENTATION AS TO THE STATUS OF TITLE OR TO THE ACCURACY OF THE DESCRIPTION AS THIS INSTRUMENT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION OR AN UPDATED SURVEY.

THE PREPARER OF THIS INSTRUMENT MAKES NO REPRESENTATION AS TO THE CORPORATE CAPACITY OF ANY PARTY HEREIN.

TO HAVE AND TO HOLD the said premises to the said Party of the Second Part, its successors and/or assigns forever.

And the said Party of the First Part, for itself and for its successors and/or assigns, does hereby covenant with the said Party of the Second Part, its successors and/or assigns, that it is lawfully seized in fee simple of the premises above conveyed and has full power, authority and right to convey the same, that said premises are free from all encumbrances, **EXCEPT the "Historical Integrity" Reverter Provision**, and that it will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set its hand and seal the day and year first above written.

  
\_\_\_\_\_  
The Lenoir Cotton Mill Association (L.S.)  
By Matt Brookshire, President

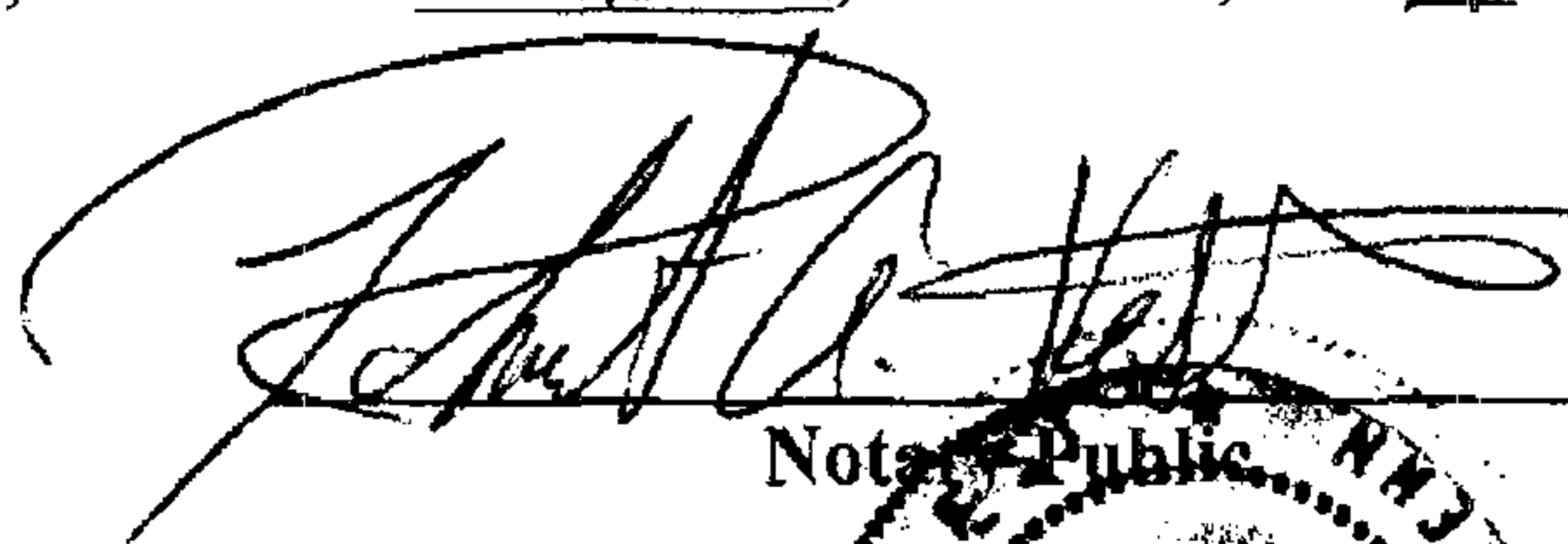
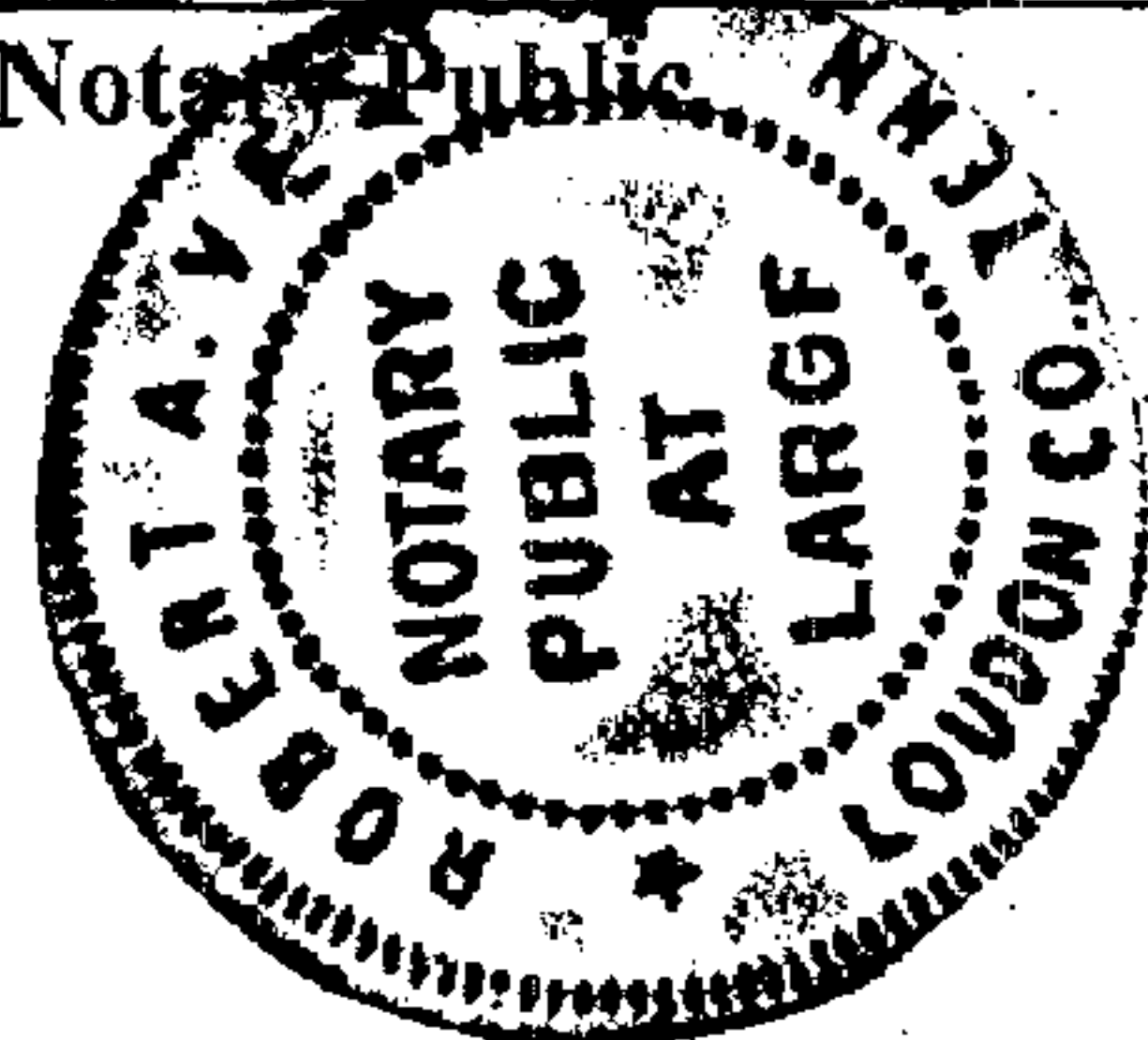
STATE OF TENNESSEE    )  
COUNTY OF LOUDON    )

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **MATT BROOKSHIRE**, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the **President** of the **LENOIR COTTON MILL ASSOCIATION, a Tennessee Non-Profit Corporation**, the within named bargainor, with whom I am personally acquainted, and that he as such **President**, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as **President**.

WITNESS my hand and seal, at office in Loudon County, Tennessee, this 24<sup>th</sup> day of October, A.D., 2003.

My Commission Expires:

4-5-06

  
\_\_\_\_\_  
Notary Public  


STATE OF TENNESSEE )  
COUNTY OF LOUDON )

I, or we, hereby swear or affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is \$ 500.00, which amount is equal to or greater than the amount which the property transferred would command at a fair, voluntary sale.

Subscribed and sworn to before me this 24<sup>th</sup> day of Oct, A.D., 2003.

My Commission Expires: \_\_\_\_\_

Tracie Littleton  
Tracie Littleton

Notary Public

Leggett



BK/Pg:D279/530-532  
03010009

3 PGS : AL - WARRANTY DEED	
TAXMY	BATCH: 7582
	10/24/2003 - 02:32 PM
VALUES	
MORTGAGE TAX	500.00
TRANSFER TAX	0.00
RECORDING FEE	1.85
DP FEE	15.00
REGISTER'S FEE	2.00
TOTAL AMOUNT	1.00
STATE OF TENNESSEE, LOUDON COUNTY	
TRACIE LITTLETON	
REGISTER OF DEEDS	