STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $18,600.00

Thomas Fitzgerald
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 24th DAY OF August, 19 78.

Notary Public

MY COMMISSION EXPIRES: ~~11/8/75~~

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY

Jonathan J. Foley, Jr., Attorney, 521 Stahlman Building, Nashville, Tennessee 37201
NAME ADDRESS

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Thomas Fitzgerald (NAME)	NATTONAL MORTGAGE COMPANY (NAME)	
940 Gale Lane, Unit #139 (STREET ADDRESS OR ROUTE NUMBER)	4041 Knight Arnold Road (STREET ADDRESS)	Map 118-5-A
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Memphis, Tennessee 38118 (CITY) (STATE) (ZIP)	Par 10

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, St. Martin, Inc., a Tennessee Corporation, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto Thomas Fitzgerald and wife, Wilma M. Fitzgerald hereinafter called the Grantees, their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

BEING a certain building site or lot, designated as No. 3-C , and further identified as Parcel No. 10 , on Property Map No. 118-5-A, as shown on the Revised Plan of St. Martin Square, as of record in Book 4460, page 186, Register's Office for Davidson County, Tennessee, to which said plan reference is here made for a complete description of said lot.

BEING part of the same property conveyed to St. Martin, Inc., by deed from Edwin B. Craig, III, Marian Craig, Margretta Craig, and Third National Bank in Nashville, as Trustees under the Last Will and Testament of Edward B. Craig, deceased, of record in Book 4565, page 63, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE of said property is made expressly subject to the following:

1. Said premises are restricted by all the requirements, conditions, easements, assessments, liens, uses, restrictions, limitations, burdens, and other undertakings, including the rights and interest of other owners within St. Martin Square, and including also the requirement that all owners of lots within St. Martin Square be members of the St. Martin Square Association, subject to assessment for the payment of costs incident to the maintenance of Common Areas, exterior maintenance of the buildings belonging to the members, and the administrative expenses of the Association, and providing for a lien to secure the payment thereof, which is secondary to any first mortgage, all as contained in an instrument executed by St. Martin, Inc., dated May 22, 1972, and recorded in Book 4611, page 682, and as amended in Book 4710, page 244, Register's Office for Davidson County, Tennessee, which said instruments are included in this deed by reference and made a part hereof the same as though copied fully herein.
2. Easements, access limitations, conditions of the owner's certificate, and dedication of Common Areas as shown on the Revised Plan of St. Martin Square, of record as aforesaid.
3. The fee title herein conveyed shall not extend beyond the individual lot line, or upon any road, walkway, parks, playgrounds, or other common property, and the fee title to such common property (designated "Common Area" on the Revised Plan of St. Martin Square) is vested in St. Martin Square Association for the common enjoyment of all residents in St. Martin Square.
4. Taxes for the current year which have been prorated and assumed by the Grantees herein.
5. The Third National Bank in Nashville, the owner and holder of a certain note dated July 24, 1972, and secured by a deed of trust from St. Martin, Inc., to Pryor York Lillie, Jr., Trustee, of record in Book 4621, page 585, said Register's Office, joins in the execution of this instrument for the sole and express purpose of releasing the above-described property from the lien of said deed of trust, but no further or otherwise.

This is improved property known as Unit No. 139 , 940 Gale Lane, Nashville, Tennessee.

TO HAVE AND TO HOLD the said tract or parcels of land, together with appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs and assigns forever; and St. Martin, Inc., does covenant with the said Grantees 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 it does further covenant, and bind itself, its successors or assigns, to warrant and forever defend the title to the said land to the said Grantees, their heirs 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.

IN WITNESS WHEREOF, ST. MARTIN, INC., and the THIRD NATIONAL BANK IN NASHVILLE, have caused their corporate names to be affixed hereto by their duly authorized officers this the 24th day of August, 1973.

C 2 2 4 3 3

T
IDENTIF. REFERENCE

SEP 4 3 57 PM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ST. MARTIN, INC.

By: Ross Evans Jr. VP

THIRD NATIONAL BANK IN NASHVILLE

By: York Lillie, Jr. AVP

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Ross Evans, Jr., with whom I am personally acquainted, and who, upon his oath, acknowledged him self to be the Vice Pres-dent of the St. Martin, Inc., the within-named bargainor, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as such Vice President.

Witness my hand and official seal at office in Nashville, this the 24th day of August, 1973.

Notary Public

My Commission Expires: 11/8/75

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared York Lillie, Jr., with whom I am personally acquainted, and who, upon his oath acknowledged him self to be the Asst. Vice President of the Third National Bank in Nashville, the within-named bargainor, a corporation, and that he as such Assistant Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by him self as such Assistant Vice President

WITNESS my hand and official seal at office at Nashville, this the 24th day of August, 1973.

Notary Public

My Commission Expires: May 5, 1976

Fill in flap #4

SEP-4[illegible]	CONV	18,600.00			
SEP-4[illegible]	S TAX		A*	48.36	
SEP-4[illegible]	PR FEE		A*	.50	
SEP-4[illegible]	W DEED		A*	4.00	* 52.86