THIS INSTRUMENT PREPARED BY:

Marbut Glenn Gaston, Jr., Attorney
4515 Harding Road, Suite 303
Nashville, Tennessee 37205

BOOK 5179 PAGE 652

WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NOS:
ALBERT W. SHEAN, III ET UX	The Peppertree Company	142-6-B-272, 273,
5908 Robert E. Lee D.	Box 225, 810 Bellevue Rd.	274, 275
Nashville, Tn 37215	Nashville, TN 37221	

FOR AND IN CONSIDERATION of the sum of Ten and 00/100 Dollars ($10.00) cash in hand paid by the hereinafter named grantee(s), and other good and valuable considerations, the sufficiency and receipt of which is hereby acknowledged,

THE PEPPERTREE COMPANY, A Tennessee Limited Partnership hereinafter referred to as Grantor, has this day bargained and sold, and by these presents do transfer and convey unto, ALBERT W. SHEAN, III and wife, MARY E. SHEAN their heirs and assigns, hereinafter referred to as Grantee(s), a certain condominium unit(s) in Davidson County, Tennessee, described as follows:

> BUILDING 49, unit(s) 272, 273, 274 and 275, "Peppertree." Creekside Meadows Condominiums, as established by Master Deed of record in Book 4834, page 257, Register's Office for Davidson County, Tennessee, as provided by Tennessee Code Annotated 64-2701 et seq., and as shown on the plat of "Peppertree", Creekside Meadows Condominiums, as recorded in Book 4675, pages 128 through 130, Register's Office for Davidson County, Tennessee, to which reference is hereby made. Also included is an unencumbered undivided one-two hundred and thirteenths (1/213ths) of all the general common elements as described in the Master Deed of record in Book 4834, page 257, Register's Office for Davidson County, Tennessee, and subject to all the terms, conditions and restrictions contained therein. Garage space(s) 272G, 273G, 274G and 275G, and the other limited common elements as provided by the Master Deed in Book 4834, page 257, and shown on the Plan of record in Book 4675, pages 128 through 130, Register's Office for Davidson County, Tennessee, are included for the exclusive use of the Grantee.
>
> BEING part of the same property conveyed to the Peppertree Company, a limited partnership, by deed of record in Book 5052, page 951, Register's Office for Davidson County, Tennessee.
>
> This is improved property known as Building 49, Unit(s) 272, 273, 274 and 275, "Peppertree" Creekside Meadows Condominiums, 810 Bellevue Road, Nashville, Tennessee 37221.

TO HAVE AND TO HOLD said real estate with all the appurtenances, estate, title and interest belonging to said Grantee(s), their heirs and assigns forever, Grantor covenant that they are lawfully seized and possessed of said condominium unit(s) in fee simple, have the right to convey it, and the same is unencumbered, except as follows:

(1) 1977 taxes, which Grantee(s) hereby assumes in full.

(2) All provisions, covenants and restrictions contained in the Master Deed and By-Laws of Creekside Meadows Association, Inc., attached to the Master Deed as Exhibit B and recorded in Book 4834, page 257 through 312, as amended of record in the Register's Office for Davidson County, Tennessee.

(3) All terms and conditions of the Charter of Creekside Meadows Association, Inc., of record in Corporate Book Volume O-30, page 370, in the Office of the Secretary of State of the State of Tennessee and recorded in Book 4836, page 610, Register's Office for Davidson County, Tennessee.

(4) All easements and restrictions as set forth on the Plat of Creekside Meadows, of record in Book 4675, page 52, Register's Office for Davidson County, Tennessee, and the Plat of "Peppertree", Creekside Meadows Condominiums, of record in Book 4675, page 128, through 130, Register's Office for Davidson County, Tennessee.

(5) Title to that portion of the premises located within the bounds of any roads or highways.

(6) Deed of Trust in favor of the John W. Murphree Company, A Tennessee Corporation in the amount of One Million Five Hundred Thousand Dollars ($1,500,000.00) as of record in Book 5052, page 955 Register's Office for Davidson County, Tennessee, subject to the terms and conditions as therein specified. Which Grantee(s) do not assume but take subject to, but where Grantor agrees to pay in full according to the terms and conditions contained therein.

(7) Deed of Trust in favor of the John W. Murphree Company in the amount of One Million Dollars ($1,000,000.00) as of record in Book 5052, page 960 Register's Office for Davidson County, Tennessee, subject to the terms and conditions as therein specified. Which Grantee(s) do not assume but take subject to, but where Grantor agrees to pay in full according to the terms and conditions contained therein.

Grantor further covenant and bind himself, his heirs and assigns, to warranty and forever defend the title to said real estate to the said Grantee(s), their heirs and assigns against the lawful claims of all persons whomsoever.

Grantee(s) by acceptance of this Warranty Deed hereby joins in and accepts and agrees to be bound to the foregoing instruments creating "Peppertree," Creekside Meadows Condominiums and Creekside Meadows Association, Inc. Said Grantee(s) further agrees hereby to pay all assessments provided by the Master Deed creating "Peppertree," Creekside Meadows Condominiums, and the Charter and By-Laws of Creekside Meadows Association, Inc., their successors and assigns. (The said Provisions being above referenced and incorporated herein the same as if having been copied herein verbatim).

Whenever used the singular shall mean the plural, the plural the singular, and gender shall appropriately apply to provide the adequate meaning herein.

IN WITNESS WHEREOF, the parties have executed this Warranty Deed on this 1st day of August, 1991.

THE PEPPERTREE COMPANY, A Tennessee Limited Partnership with the Bellevue Company, A Tennessee Corporation as General Partner

BY: CARL BATSON, President

BY: CARL HESTER, Vice-President

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GRANTEES:

Albert W. Shean III — Mary E. Shean

ALBERT W. SHEAN, III — MARY E. SHEAN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater for this transfer is $102,800.00.

Albert W. Shean III
AFFIANT

Subscribed and sworn to before me this 1st day of August, 19 77.

Ruth Randolph
NOTARY PUBLIC

My Commission Expires: 12-30-1980

ACKNOWLEDGEMENT

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Ruth Randolph, a Notary Public in and for said County and State, personally appeared Carl Bidson and Carl Hester with whom I am personally acquainted, and who upon their respective oaths, acknowledge themselves to be the President and Vice President respectively of The Bellevue Company a Corporation and general partner of the Carpetree Company, a limited partnership and the within named bargainor, and that they as such, President and Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by such corporation by the said Carl Bidson and Carl Hester as such President and Vice President respectly

Witness my hand and official seal at office in Nashville, Tennessee, this 1st day of August, 1977.

Ruth Randolph
NOTARY PUBLIC

My Commission Expires: 12-30-1980

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Ruth Randolph, a Notary Public in and for said County and State, personally appeared Albert W. Shean III and wife Mary E. Shean the within named bargainor(s), with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal, at Nashville, Tennessee, this 1st day of August, 1977.

Ruth Randolph
NOTARY PUBLIC

My Commission Expires: 12-30-1980

FELIX E. ... REGISTER
DAVIDSON COUNTY, TENN.
AUG 3 3 10 PM '77

IDENTIF. REFERENCE

E 18333

AUG-3F	CONV	90,000.00			
AUG-3F	CONV	12,800.00			
AUG-3F	S'TAX		B*	267.28	
AUG-3F	PR'FEE		B*	.50	
AUG-3F	W'DEED		B*	6.00	* 273.78