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THIS INSTRUMENT PREPARED BY:
DEARBORN & EWING, Attorneys
Suite 1200
One Commerce Place
Nashville, Tennessee 37219

WARRANTY DEED

FROM: WESSEX TOWERS, LTD.

TO: JOHN C. PHIPPS, II, and wife, Mary Jo Freeman Phipps

Address New Owner(s) as follows:	Send Tax Bills to:	Map-Parcel No.
Mr. and Mrs. John C. Phipps, II 6666 Brookmont Terrace, Apt. Unit 1208 Nashville, Tennessee 37205	Central Tennessee Investment Company, Inc. 2517 LEBANON RD DONELSON, TN.	Map 129 Parcel 132

This instrument prepared by: DEARBORN & EWING, Attorneys, Suite 1200, One Commerce Place, Nashville, Tennessee 37219

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $153,900.00.

John C. Phipps II
Affiant

Subscribed and sworn to before me, this the 10th day of January, 1980.

Robert C. Haynes
NOTARY PUBLIC

My Commission Expires: 7-17-83

FOR AND IN CONSIDERATION of the sum of One Hundred and Fifty-Three Thousand Nine Hundred and No/100 Dolllars ($153,900.00) the receipt of which is hereby acknowledged Wessex Towers, Ltd., hereinafter called "Grantor," (whether one or more persons or entities) has this day bargained and sold, and does hereby transfer and convey unto John C. Phipps, II, and wife, Mary Jo Freeman Phipps hereinafter called "Grantee", (whether one or more persons or entities) their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Apartment Unit No. 1207, of Wessex Towers Condominium created under Title 64, Sections 2701 et seq. as amended, Tennessee Code Annotated, and as established by a Master Deed, which was executed by Central Tennessee Investment Company, Inc., of record in Book 5414, page 634, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the Common Elements appurtenant to said Unit as set forth in Exhibit A-1 of said Master Deed. Reference is hereby made the plat of Wessex Towers Condominium Apartments, of record in Book 5200, page 142, said Register's Office, for a more complete identification and description of such Unit.

Being the same property conveyed to Grantor by Deed from Central Tennessee Investment Company, Inc., of record in Book 5417, page 625, Register's Office for Davidson County, Tennessee.

It is understood and agreed that Grantee will assume the indebtedness secured by Deeds of Trust of record in Book 5417, page 629, Register's Office for Davidson County, Tennessee and in Book 5417, page 636, said Register's Office, as amended by Amendment to Deed of Trust of record in Book ____, page ____, said Register's Office.

This is improved property, known as Apartment No. 1207, Wessex Towers Condominium, 6666 Brookmont Terrace, Nashville, Tennessee 37205.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee their heirs and assigns, forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except:

1. Taxes for the year 1979, which have been prorated.

2. All terms and provisions of the Master Deed of record in Book 5414, page 634, Register's Office, Davidson County, Tennessee.

3. All terms and provisions of the Charter of Wessex Towers Condominium Association, Inc., of record in Corporation Book Volume 67, page 1023, in the Office of the Secretary of the State of Tennessee, and in Book 5412, page 451, Register's Office, Davidson County, Tennessee, and the By-Laws and rules and regulations of said corporation.

4. Easements and restrictions as shown on the plat of Wessex Towers Condominium Apartments of record in Book 5200, page 142, Register's Office, Davidson County, Tennessee.

5. Such liens and other matters, if any, against which Grantee's title insurer commits to insure Grantee from loss as provided in the title insurance policy provided Grantee by Grantor.

6. The Deeds of Trust described above assumed by Grantee.

7. Rights of tenants in possession, if any.

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said real estate to said Grantee their heirs and assigns, against the lawful claims of all persons.

Grantee by acceptance of this deed hereby joins in and accepts, and agrees to be bound by the forgoing instruments creating Wessex Towers Condominium and Wessex Towers Condominium Association, Inc. Said Grantee further agrees hereby to pay all assessments whether special or general which are levied by Wessex Towers Condominium Association, Inc. in connection with Wessex Towers Condominium.

Grantee, as part of the consideration for this conveyance, further agrees to pay all real property taxes assessed against the real property herein conveyed to Grantee on or before January 1 of each year following the year for which such taxes are assessed. Grantee agrees that if such taxes are not paid by said date, then Central Tennessee Investment Company, Inc. may elect to pay such real property taxes, and in such event Central Tennessee Investment Company, Inc. shall have the right to collect the amount of such taxes paid from Grantee plus interest from the date of such payment at the highest rate permitted to be charged under the laws of the State of Tennessee in effect from time to time, together with all costs of collection, including reasonable attorneys' fees. This covenant of Grantee shall be binding upon the heirs, successors and assigns of Grantee and shall be deemed to be a covenant running with the real property herein conveyed until January 1, 1990, at which time the covenant of Grantee contained in this paragraph shall automatically expire.

IN WITNESS WHEREOF, the parties have executed this instrument as of this 1st day of September, 1979.

John C. Phipps, II

Mary Jo Freeman Phipps

"GRANTEE(S)"

WESSEX TOWERS, LTD.

BY: David W. Talley, General Partner

"GRANTOR"

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State aforesaid, personally appeared David W. Talley, with whom I am personally acquainted, and who upon oath acknowledged himself to be General Partner of Wessex Towers, Ltd., the within named bargainor, a limited partnership, and that he as such General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited partnership by David W. Talley as General Partner.

Witness my hand and seal, at office in Nashville, Tennessee this the 6th day of January, 1980.

Robert C. Hoppmann
NOTARY PUBLIC

My Commission Expires: 7-17-82

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, John C. Phipps, II and wife, Mary Jo Freeman Phipps, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this the 10th day of January, 1980.

Robert C. Hoppmann
NOTARY PUBLIC

My Commission Expires: 7-17-82

F 7 5 4 5 7

IDENTIF. REFERENCE

FEB 6 3 36 PM '80

REGISTER
DAVIDSON COUNTY, TENN.

02/20 - 49.50 CHECK

1471

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

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RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

153900.00- CO
400.12 CO TX
.02 CO TX
.50 PRFEE
9.00 WDECD
CHECK 409.64-
1401A02/06/80 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F75457

IDENTIFICATION REFERENCE

FEB 6 3 36 PM '80

REGISTER
DAVIDSON COUNTY, TENN.

No. 740766