THIS INSTRUMENT PREPARED BY:
DEARBORN & EWING, Attorneys
Suite 1200
One Commerce Place
Nashville, Tennessee 37239

WARRANTY DEED

BOOK 5617 PAGE 375

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.
John C. Phipps, II and Mary Jo Freeman Phipps One Commerce Place Suite 1200 Nashville, Tennessee 37239	same	Map 129 Parcel 137 & 138

This instrument prepared by: DEARBORN & EWING, Attorneys, Suite 1200, One Commerce Place, Nashville, Tennessee 37239

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $150,000.00.

John C. Phipps II
Affiant

Subscribed and sworn to before me, this the 24th day of June, 1980.

Betty R. Bivins
NOTARY PUBLIC

My Commission Expires: 4-22-84

FOR AND IN CONSIDERATION of the sum of One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00) 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) his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Apartment Unit Nos. 1201 and 1210, 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 Units as set forth in Exhibit A-1 of said Master Deed. Reference is hereby made to 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 Units.

Being the same property conveyed to Grantor by Deeds from Central Tennessee Investment Company, Inc., of record in Book 5417, page 764, and Book 5417, page 778, Register's Office for Davidson County, Tennessee.

It is understood and agreed that Grantee will assume the indebtedness secured by two Deeds of Trust of record in Book 5417, page 768, and Book 5417, page 782, Register's Office for Davidson County, Tennessee.

This is improved property, known as Apartment Nos. 1201 and 1210, 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 his 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 1980, 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 tenant under existing lease, 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 his 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 on this 24th day of June, 1980.

John C. Phipps, II

Mary Jo Freeman Phipps

"GRANTEE(S)"

WESSEX TOWERS, LTD.

BY: David W. Talley

David W. Talley, General Partner

"GRANTOR"

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Betty R. Powers, a Notary Public in and for said County and State, the within named John C. Phipps, II and 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 24th day of June, 1980.

Betty R. Powers
NOTARY PUBLIC

My Commission Expires: 4-22-84

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared David W. Talley, with whom I am personally acquainted, and who upon oath acknowledged himself to be a general partner of Wessex Towers, Ltd., the within named bargainor, 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 partnership by David W. Talley, as general partner.

Witness my hand and seal, at office in Nashville, Tennessee, this the 24th day of June, 1980.

Nancy C. Barge
NOTARY PUBLIC

My Commission Expires: January 22, 1984

F 9 4 9 7 3

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IDENTIF. REFERENCE

JUN 25 12 01 PM '80

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5617 PAGE 378

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
			150000.00-	CO
			390.00	CO TX
			.50	PRFEE
			9.00	WDEED
			CHECK	399.50-
6185A06/25/80			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F.9.4.9.7.3

IDENTIF. REFERENCE

JUN 25 12 01 PM '80

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 764598