WARRANTY DEED

BOOK 5704 PAGE 338

FROM: WESSEX TOWERS, LTD.

TO: JOHN H. NOEL, III, TRUSTEE

Address New Owner(s) as follows: Send Tax Bills to: Map-Parcel No.

John H. Noel, III, Trustee
Third National Bank Bldg.
15th Floor
Nashville, TN 37205

Third National Mortgage Company
P.O. Box 2628
Nashville, TN 37205

Map 129-14-A
Parcel 607

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 $68,994.00.

Affiant

Subscribed and sworn to before me, this the 5th day of Dec., 1980.

NOTARY PUBLIC

My Commission Expires: 4-24-84

BETTY R. REYNOLDS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

FOR AND IN CONSIDERATION of the sum of Sixty-Eight Thousand Nine Hundred Ninety-Four and 00/100 Dollars ($68,994.00) the receipt of which is hereby acknowledged Wessex Towers, Ltd., hereinafter called "Grantors" (whether one or more persons or entities) have this day bargained and sold, and do hereby transfer and convey unto John H. Noel, III, Trustee, hereinafter called "Grantees," (whether one or more persons or entities) their heirs, personal representatives, successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

Apartment Unit No. 607, 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 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 Unit.

Being the same property conveyed to Wessex Towers, Ltd. by Deed from Central Tennessee Investment Company, Inc., of record in Book 5417, page 597, Register's Office for Davidson County, Tennessee.

It is understood and agreed that Grantees will assume the indebtedness secured by a Deed of Trust of record in Book 5417, page 601, Register's Office for Davidson County, Tennessee.

This is improved property, known as Apartment No. 607, 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 Grantees, their heirs, personal representatives, successors, and assigns, forever. Grantors covenant that they are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except:

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

2. 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.

3. 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.

4. Such liens and other matters, if any, against which Grantees' title insurer commits to insure Grantees from loss as provided in the title insurance policy provided Grantees by Grantors.

5. The Deed of Trust described above assumed by Grantee.

6. Rights of tenant under existing lease, if any.

Grantors further covenant and bind themselves, heirs, personal representatives, successors and assigns, to warrant and forever defend the title to said real estate to said Grantees their heirs, personal representatives, successors and assigns, against the lawful claims of all persons.

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

Grantees, as part of the consideration for this conveyance, further agree to pay all real property taxes assessed against the real property herein conveyed to Grantees on or before January 1 of each year following the year for which such taxes are assessed. Grantees agree 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 Grantees plus interest from the date of such payment at the highest rate permitted to be charged under the laws in effect from time to time, together with all costs of collection, including reasonable attorneys' fees. This covenant of Grantees shall be binding upon their heirs, personal representatives, successors, and assigns of Grantees 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 Grantees contained in this paragraph shall automatically expire.

IN WITNESS WHEREOF, the parties have executed this instrument on this 21st day of December, 19 89.

WESSEX TOWERS, LTD.

John H. Noel, III, Trustee

BY: David W. Talley
David W. Talley, General Partner

"GRANTEES"

"GRANTORS"

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Bill R. Rivers, a Notary Public in and for said County and State, the within named John H. Noel, III, Trustee, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this the 31st day of December, 1980.

Bill R. Rivers
NOTARY PUBLIC

My Commission Expires: 4-24-84

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Bill R. Rivers, 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 General Partner of Wessex Towers, Ltd., the within named bargainor, a Tennessee 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 himself as General Partner.

Witness my hand and seal, at office in Nashville, Tennessee, this the 31st day of December, 1980.

Bill R. Rivers
NOTARY PUBLIC

My Commission Expires: 4-24-84

G.26957

IDENTIF. REFERENCE

JAN 27 3 11 PM '81

FELIX Z. WHITESIDE, REGISTER
DAVIDSON COUNTY, TENN.

6837 01/27 180.90- CHECK

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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
			68994.00- CO	
			179.40 CO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK	188.90-
6837A01/27/81			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G26957

IDENTIF. REFERENCE

JAN 27 3 11 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 803848