Prepared by: WILLIAM D. CASTLEMAN, ATTORNEY
219 Second Avenue, North
Nashville, Tennessee 37201

Fee Box 10

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
219 Properties, Ltd.	Security Federal S/L Assoc.	
c/o Robert J. Brewington (NAME:)	(NAME:)	93-01 3A-102
219 Second Avenue, North (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	BL
Nashville, TN 37201 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 5707 PAGE 769

WARRANTY UNIT DEED

This conveyance made the 15th day of January, 1981, by and between WILLIAM D. CASTLEMAN, hereinafter referred to as Grantor, and 219 PROPERTIES, LTD., a Tennessee Limited Partnership, hereinafter referred to as the Grantee;

W I T N E S S E T H :

THEREFORE, in consideration of the sum of Ten ($10.00) Dollars, and other good and valuable considerations, receipt of which is hereby acknowledged, and the assumption and agreement to pay the unpaid principal balance of a certain Deed of Trust Note secured by a Deed of Trust of record in Book 5578, Page 984, Register's Office for Davidson County, Tennessee, Grantor does hereby grant, bargain, sell and convey unto the Grantee, 219 PROPERTIES, LTD., a Tennessee Limited Partnership, absolutely and in fee simple, the following described property located in Davidson County, Tennessee:

THOSE certain premises comprising a portion of the Project known as 219 Market Street Building, said Project having been established as a Horizontal Property Regime by Master Deed and Declaration and By-Laws dated the 20th day of April, 1978, and recorded in the Register's Office for Davidson County, Tennessee, in Book 5424, Page 27, said premises being more particularly described as follows:

Unit space labeled No. 1 (being the First floor of said project) as shown on the Plan recorded in Book 5200, Page 153, Register's Office for Davidson County, Tennessee, excepting and reserving any portion of the common elements lying within said unit and easements through said unit appurtenant to the common elements and other units, all as set forth in said Declaration, and an undivided 25% interest appurtenant to the unit in all common elements of said project as described in said Declaration including the building and land described below:

LAND in Davidson County, Tennessee, being part of Lot No. 26 on the Original Plan of the Town of Nashville, not of record, and being described more particularly as 219 Market Street Building, as shown on Plan of record in Book 5200, Page 153, said Register's Office, as follows:

BEGINNING at the intersection of the westerly margin of Second Avenue North (formerly Market Street) and the southerly margin of Bank Alley and also being the corner of an existing building. Thence, with the westerly margin of Second Avenue, North and the wall of existing building 528 deg. 04' 09" E 30.06 feet to the common walls of the herein described property and building owned by George E. Barrett, Trustee, as of record in Deed Book 5052, Page 991, Register's Office for Davidson County, Tennessee; thence, with the common walls of buildings noted above 561 deg. 50' 29" W 106.52 feet to the easterly margin of Alley No. 15 and corner of building; thence, with the easterly margin of Alley No. 15 and with building wall N 28 deg. 59' 52" W 30.15 feet to the southerly margin of Bank Alley and existing corner of building; thence, with the southerly margin of Bank Alley and with the wall of existing building N 61 deg. 53' 06" E, 107.00 feet to the point of beginning, and containing 3214 square feet or 0.074 acres.

INCLUDED in the above description but expressly excluded from this conveyance is the conveyance of certain air space above the roof of the existing building situated upon the property which has heretofore been conveyed by deed of record in Book 5425, Page 549, Register's Office for Davidson County, Tennessee.

BEING part of the same property conveyed to William D. Castleman, and wife, Catherine B. Castleman, by deed from Tom M. Harris and wife, Maud Bell Harris, of record in Book 4702, Page 327, Register's Office for Davidson County, Tennessee, and by Quitclaim Deed from Catherine B. Castleman to William D. Castleman, of record in Book 5424, Page 25, Register's Office for Davidson County, Tennessee.

SAID conveyance shall include the right of ingress and egress from said property and the right to use, for all proper purposes in common with the Grantor, his heirs, successors and assigns, and all other occupants from time to time, any and all portions of the project designated by statute and the Declaration as common elements.

SAID conveyance shall be subject to the following reservations, restrictions on use and covenants and obligations as set forth in the Master Deed and Declaration dated April 20, 1979, and of record in the Register's Office for Davidson County, Tennessee, in Book 5424, Page 27, as set forth in the By-Laws of the Association of the Owners attached thereto, and as it may be amended from time to time, said By-Laws to be filed with the Board of Directors of said Association, all of which restrictions, payment of charges, and all other covenants, agreements, obligations, conditions and provisions are incorporated in this Deed by reference, and constitute and shall constitute covenants running with the land, equitable servitude and liens to the extent set forth in said documents and as provided by law, and all of which are accepted by the Grantee as binding and to be binding on the Grantee and its successors or assigns.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $161,100.00.

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James W. Armstrong, Jr.
Affiant

SUBSCRIBED and sworn to before me this 15th day of January, 1981.

Notary Public

My Commission Expires: 1-18-82

TO HAVE AND TO HOLD the same with all improvements, tenements, rights, easements, privileges and appurtenances thereunto belonging or otherwise appertaining or held or enjoyed therewith unto the Grantee and its successors or assigns, forever.

AND Grantor, hereby for himself and his heirs, successors and assigns, covenants and agrees with the Grantee as hereinabove described, that the Grantor is lawfully seized in fee simple of the property herein conveyed; that he has good right to sell and convey the same in the amount set forth herein; and that said property conveyed is free and clear of all encumbrances, except as may be noted herein; and the Grantor, his heirs, successors and assigns shall warrant and defend the same to the Grantee as hereinabove described forever against the lawful claims and demands of all persons, except as aforesaid.

AND the Grantee in consideration of the foregoing conveyance, hereby covenants and agrees with the Grantor, and the Grantee assumes and agrees to pay the pro-rata share, in the same proportion as the undivided interest conveyed herein, of the principal balance due under the above described assessment as and when the principal and interest fall due and will save the Grantor, his heirs, successors and assigns harmless and will indemnify them against all claims and demands whatsoever which shall hereafter arise from or in connection with said assessment.

IN WITNESS WHEREOF, the Grantor and the Grantee have caused this conveyance to be executed on the day and year first above written.

WILLIAM D. CASTLEMAN, Grantor

219 PROPERTIES, LTD.

BY: William D. Castleman
William D. Castleman
General Partner

James W. Armstrong, Jr.
James W. Armstrong, Jr.
General Partner

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named WILLIAM D. CASTLEMAN, Grantor, 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 official seal at Nashville, Tennessee, this the 15th day of January, 1981.

Notary Public

My Commission Expires: ~~10-18-81~~ 1-18-82

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named WILLIAM D. CASTLEMAN and JAMES W. ARMSTRONG, JR., General Partners of 219 PROPERTIES, LTD., the Grantee, the bargainor, with whom I am personally acquainted, and who acknowledge that they executed the within instrument as such General Partners, for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this the 15th day of January, 1981.

Notary Public

My Commission Expires: ~~10-18-81~~ 1-18-82

02/05 431.36- CHECK

8493

IDENTIF. REFERENCE

FEB 5 2 16 PM '81

G 2 8 2 9 4

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

161100.00- CO
418.86 CO TX
.50 PRFEE
12.00 WDEED
CHECK 431.36-
8493402/05/81 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

628294

IDENTIF. REFERENCE

FEB 5 2 17 PM '81

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENNESSEE

No. 805434