WARRANTY DEED
(With Option to Re-Purchase)

FROM: BARRETT B. SUTTON, JR., TRUSTEE

TO: FIRST AMERICAN TRUST COMPANY, N.A., TRUSTEE

(ADDRESS NEW OWNER(S) AS FOLLOWS:	PROPERTY ADDRESS:	MAP-PARCEL NO.
(First American Trust Company, N.A., Trustee (Unit AB-1 (Nashville, TN 37205	715 Belle Meade Blvd) Nashville, TN 37205 (MORTGAGEE: None	MAP 130-06-0-A PARCEL 1 FB BM 4856

(THIS INSTRUMENT PREPARED BY: BARRETT B. SUTTON, JR., White & Reasor, 3305 West End Avenue, Nashville, TN 37203

(STATE OF TENNESSEE)
(COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $250,000.00.

First American Trust Co.
B B Sutton Jr Trustee
AFFIANT

SUBSCRIBED and sworn to before me, this 22nd day of December, 1986.

Kim Kusler
NOTARY PUBLIC

(MY COMMISSION EXPIRES: 1-21-90

FOR AND IN CONSIDERATION OF the sum of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Barrett B. Sutton, Jr., Trustee, hereinafter called "Grantor", has this day bargained and sold, and does hereby transfer and convey unto First American Trust Company, N.A., Trustee, hereinafter called "Grantee", its successors, successors-in-trust, and assigns, certain real estate in Davidson County, Tennessee, as follows:

Unit No. AB-1 of Belle Meade Condominiums created under Title 66, Sections 27-101, et seq., as amended, Tennessee Code Annotated, and as established by a Master Deed, of record in Book 5969, Page 829, as amended by instruments of record in Book 6020, Page 72, Book 6425, Page 685, and Book 6443, Page 489, Register's Office for Davidson County, Tennessee, and as amended and restated in full by

instrument of record in Book 7063, Page 125, said Register's Office, together with the undivided percentage interest in the common elements appurtenant to said Unit. Reference is hereby made to the Plat of Belle Meade Condominiums, of record in Book 5200, Page 469, as revised in Book 6250, Page 222, said Register's Office, for a more complete identification and description of the Unit.

Being part of the same property conveyed to Grantor by Quitclaim Deed from Harry Herbert Corson, III, of record in Book 5925, Page 640, Register's Office for Davidson County, Tennessee, and by Quitclaim Deed from Carolyn W. Corson, of record in Book 5969, Page 868, said Register's Office.

This is improved property, known as Unit No. AB-1, Belle Meade Condominiums, 715 Belle Meade Boulevard, Nashville, Tennessee 37205.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said Grantee, its successors, successors-in-trust, and assigns, forever. Grantor covenants that he 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. All terms and provisions of the Master Deed Establishing Belle Meade Condominiums and the By-Laws of Belle Meade Condominiums Association, Inc., of record in the Register's Office for Davidson County, Tennessee, as amended.

2. All terms and provisions of the Charter of Belle Meade Condominiums Association, Inc., of record in the Office of the Secretary of State of Tennessee, and the Register's Office for Davidson County, Tennessee.

3. All matters shown on the Plat of Belle Meade Condominiums of record in Book 5200, Page 469, in the Register's Office for Davidson County, Tennessee, as revised in Book 6250, Page 222, said Register's Office.

4. Easement of record in Book 5972, Page 181.

Grantor further covenants and binds himself, his successors and assigns, to warrant and forever defend the title to said real

estate to said Grantee, its successors, successors-in-trust, 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 above described Master Deed, By-Laws, Plat, and Charter creating Belle Meade Condominiums and Belle Meade Condominiums Association, Inc. ("Association"), as duly amended from time to time. By acceptance of this Deed, Grantee specifically consents to the terms and conditions of Paragraph 7 of the Master Deed providing for the retention of a lien in favor of the Association to secure the payment of all assessments and a power of sale to enforce the assessment lien.

By acceptance of this Deed, and notwithstanding anything to the contrary in the above-referenced condominium documents, as now or hereafter amended, Grantee, for itself, its successors, successors-in-trust, and assigns, forever assumes the obligation to pay to the Association an additional 4.019% of the Common Expenses of the Association, as defined in said condominium documents, which extra percentage of the Common Expenses would otherwise be the obligation of the owner of Unit F-1. As a result of Grantee's having assumed this obligation, Grantee shall be obligated to pay 11.711% of the Common Expenses of the Association or any successor homeowners association, related to the maintenance and operation of the Belle Meade Condominiums. The assumption of this obligation shall run with the land herein conveyed, forever, and shall be binding upon future owners of Unit AB-1. Grantee, for itself, its successors, successors-in-trust, and assigns, agrees to indemnify and hold harmless the owner of Unit F-1, his heirs, successors, and assigns, forever, from and against any claims and expenses incurred with respect to the additional percentage of Common Expenses herein assumed, including reasonable attorneys' fees incurred in enforcing this assumption agreement. If for any reason this paragraph is held to be

unenforceable under applicable laws, then it shall be enforced to the maximum extent allowed by law.

Grantee hereby acquires title to the property herein conveyed in its capacity as Trustee under that certain Revocable Trust Agreement known as The Virginia Beitz Shwab Revocable Trust of December 20, 1984 ("Trust"). In such capacity, Grantee is the successor and the successor in interest of First American National Bank of Nashville, the original Trustee under the terms of the Trust. Grantee represents and warrants to Grantor, his successors, assigns, and beneficiaries, that Grantee is duly authorized under the terms of the Trust to acquire title to the property herein conveyed, and to grant the option hereinafter granted to Hunter Armistead; and that that certain Revocable Trust Agreement, dated December 20, 1984, between Virginia Beitz Shwab and First American National Bank of Nashville with respect to the above referenced Trust represents the entire agreement of the parties, has not been modified, and is still in full force and effect. Grantee further represents and warrants to Grantor, its successors, assigns, and beneficiaries, that the terms of the option hereinafter granted shall be binding upon Grantee, its successors, successors-in-trust, trust beneficiaries, and any separate trusts created under the Trust, and upon any transferees or distributees thereof.

Grantee hereby grants and conveys to Hunter Armistead, his heirs, and assigns ("Optionee"), and Grantor reserves for the benefit of said Optionee, an option to re-purchase the property herein conveyed for one (1) full year after the date upon which Mrs. Virginia Beitz Shwab ceases to reside at said property for any reason, including her death, for the sum of Two Hundred Fifty Thousand and No/100 ($250,000.00) Dollars, to be paid by cashiers check or wired funds at closing. Grantee shall give written notice of such date promptly to Optionee, Optionee's heirs, personal representatives, or assigns. Optionee, his heirs, personal representatives, or assigns may exercise

this option at any time by giving at least five (5) days' prior written notice to Grantee. The closing of the re-purchase shall take place at a time to be designated in said notice, but within the one (1) year option period. At closing, Grantee shall convey the property to Optionee by general warranty deed, subject only to the exceptions set forth in this instrument or such other exceptions as are approved in writing by the Optionee. At such closing, Grantee shall furnish to Optionee, at Grantee's expense, an owner's title insurance policy issued by Ticor Title Insurance Company insuring that title to the property is as required hereunder. All charges due the Association prior to closing shall be paid on or before closing. Current taxes, association fees, insurance premiums, and other charges, either prepaid or not yet due and payable, shall be prorated at closing.

IN WITNESS WHEREOF, the parties have executed this instrument as of the 22nd day of December, 1986.

"GRANTEE"

FIRST AMERICAN TRUST COMPANY N.A., TRUSTEE

BY: _____
ITS: _____

"GRANTOR"

Barrett B. Sutton, Jr.
BARRETT B. SUTTON, JR., TRUSTEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BEFORE ME, Kim Krisle, a Notary Public of the State and County aforesaid, personally appeared Bob Andrews, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Sr. Vice President of the FIRST AMERICAN TRUST COMPANY N.A., TRUSTEE, the within named bargainor, a corporation, and that he as such Bob Andrews, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Sr. Vice President.

WITNESS MY HAND AND SEAL, at office in Nashville, Tennessee, this the 22nd day of December, 1986.

Kim Krisle
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1-21-90

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

PERSONALLY APPEARED BEFORE ME, Kim Krisle, a Notary Public in and for said County and State, the within named Barrett B. Sutton, Jr., Trustee, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), 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 22nd day of December, 1986.

Kim Krisle
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1-21-90

7554 2

IDENTIFICATION REFERENCE

Dec 22 2 21 PM '86

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 7077 PAGE 304

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

250 [illegible] CAIT,
700.0 CSTAX
.50 PRFE
10.00 [illegible]
CHECK 713.50-1
9903A12/22/86 BAL .0

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7554

IDENTIFICATION REFERENCE

DEC 22 2 21 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN