Bk 450

This Instrument Prepared By:
Stokes & Bartholomew, P.A.
424 Church Street
Suite 2800
Nashville, Tennessee 37219

Map 149-2-B
Parcels 95CO, 143CO,
and 146CO

BOOK 8297 PAGE 464

Address New Owner/
Send Tax Bills to:
Third National Bank in
Nashville
Attn: Janice Pino
P.O. Box 305110
Nashville, TN 37230-5110

GENERAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, LEILA PAULETTE SUTTON, an unmarried woman and a resident of Brentwood, Williamson County, Tennessee (hereinafter the "GRANTOR"), has bargained and sold, and by these presents does hereby transfer, assign and convey unto THIRD NATIONAL BANK IN NASHVILLE, a national banking association (hereinafter the "GRANTEE"), its successors and assigns, all those certain tracts or parcels of land in Nashville, Davidson County, Tennessee, described on Exhibit A, attached hereto and incorporated herein by reference (the "Land").

This conveyance also includes all right, title and interest of GRANTOR in and to the following described property comprising and/or relating to the Land, or any part thereof (the "Property"):

(a) All buildings, structures, and improvements of every nature whatsoever erected or situated in or upon the Land, or any part thereof.

(b) All fixtures and heating and air conditioning equipment owned by GRANTOR and located in, on or about, or used or intended to be used with or in connection with the ownership, use, operation, or development of, the Land, or any part thereof, and all proceeds therefrom.

(c) All rights, titles, interests, estates, easements, privileges, tenements, servitudes, hereditaments and appurtenances, reversions and remainders, whatsoever, in any way belonging, relating or appertaining to the Land, or any part thereof.

(d) All accounts and contract rights arising in connection with the Land, or any part thereof, and all rents, issues, profits and revenues of the Land, or any part thereof, from time to time accruing, whether under leases or tenancies now existing or otherwise, specifically including, but not limited to, those assigned to GRANTEE in the Conditional Assignment of Rentals and Assignment of Lease, hereinafter defined.

(e) All judgments, awards of damages, settlements and payments, including interest thereon, made or to be made as a result of or in lieu of any taking of the Land, or any part thereof, under the power of eminent domain or otherwise, or for any damage (whether caused by such taking or otherwise) to the Land, or to any part thereof, or to any rights appurtenant thereto.

TO HAVE AND TO HOLD the Land and the Property, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, and GRANTEE'S successors and assigns, forever; and GRANTOR covenants with the said GRANTEE that GRANTOR is lawfully seized and possessed of said property in fee simple, has a good right to convey it, and the same is unencumbered, except for the matters set forth on Exhibit B, attached hereto and incorporated herein by reference; and GRANTOR further covenants and binds herself, and her heirs and assigns, to warrant and forever defend the title to said property to the said GRANTEE, its successors and assigns, against the lawful claims of all persons whomsoever.

This General Warranty Deed is executed and delivered by GRANTOR and accepted by GRANTEE in full satisfaction of the indebtedness described in and secured by (i) that certain Deed of Trust, dated February 4, 1988, executed by GRANTOR, Paul B. Sutton and wife, Evelyn Sutton, to J.M. Grissim, Trustee, for the benefit of Lender, of record in Book 7530, page 737, Register's Office for Davidson County, Tennessee; as amended and modified by that certain Modification Agreement, dated May 15, 1989, as further amended and modified by that certain Second Modification Agreement, dated March 15, 1990, and as further amended and modified by that certain Amended and Restated Deed of Trust dated July 20, 1990, of record in Book 8161, page 533, said Register's Office (said Deed of Trust, as amended and modified, being collectively, the "Deed of Trust"); (ii) that certain Conditional Assignment of Rentals, dated February 4, 1988, from GRANTOR, Paul B. Sutton and wife, Evelyn Sutton, to GRANTEE, of record in Book 7530, page 746, said Register's Office (the "Conditional Assignment of Rentals"); and (iii) that certain Assignment of Lease, dated February 4, 1988, from GRANTOR, Paul B. Sutton and wife, Evelyn Sutton, to GRANTEE, of record in Book 7530, page 749, said Register's Office (the "Assignment of Lease").

It is the express intention of the GRANTOR and the GRANTEE that this conveyance be an absolute conveyance to GRANTEE of all of the GRANTOR'S right, title and interest in and to the property herein described. It is further the express intention of the GRANTOR and the GRANTEE that the liens and/or security interests granted to the GRANTEE in or upon the property set forth and described in the Deed of Trust shall not merge into the right, title and interest in and to the property herein described acquired by the GRANTEE pursuant to this General Warranty Deed, but that such interests shall be and remain at all times separate and distinct, notwithstanding any union of said interests in the GRANTEE at any time by purchase, termination or otherwise, and that the liens and/or security interests granted to the GRANTEE in or upon the property set forth and described in the Deed of Trust shall be and remain at all times valid and continuous liens and/or security interests against said property until GRANTEE forecloses said liens and/or security interests or expressly releases and/or discharges said liens and/or security interests by a duly executed and recorded instrument.

IN WITNESS WHEREOF, the GRANTOR has caused this General Warranty Deed to be executed this 15th day of February, 1991.

Leila Paulette Sutton
LEILA PAULETTE SUTTON

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public of said county and state, Leila Paulette Sutton, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 15th day of February, 1991.

Susan A. Crews
Notary Public

My Commission Expires: 11-21-92

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $144,000.00.

AFFIANT

THIRD NATIONAL BANK IN NASHVILLE

BY: Marilyn A Davis

ITS: Commercial Loan Officer

Subscribed and sworn to before me this 22nd day of February, 1991.

Notary Public

My Commission Expires: 9-24-94

EXHIBIT A

Land in Davidson County, Tennessee, being Lots Nos. 186B, 197A and 197B on the Plan of Zone Lot Division Lots 181 through 186, 192, and 196 through 202, Piccadilly Square, Phase II, of record in Book 6900, page 14, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description.

Being part of the same property conveyed to Leila Paulette Sutton by Quitclaim Deed from Paul B. Sutton and wife, Evelyn Sutton, and Leila Paulette Sutton, recorded June 22, 1988, in Book 7580, page 803, said Register's Office, having been vested in Paul B. Sutton and wife, Evelyn Sutton, and Leila Paulette Sutton by Warranty Deed from Laventure Properties, Inc., of record in Book 7530, page 734, said Register's Office.

Exceptions

1. 1991 real property taxes.

2. Deed of trust executed by Paul B. Sutton and wife, Evelyn Sutton, and Leila Paulette Sutton, an unmarried woman, to J.M. Grissim, Trustee, of record in Book 7530, page 737, Register's Office for Davidson County, Tennessee, dated February 4, 1988, to secure to Third National Bank in Nashville, a note in the amount of $192,000.00, payable under the terms and conditions therein.

   The above deed of trust was amended in Book 8161, page 533, said Register's Office, to reinstate the debt against Lot 186B after it had been incorrectly released in Book 7881, page 482, said Register's Office, and to correctly release Lot 186A from the debt, since it had been sold.

3. Conditional Assignment of Rentals by and between Paul B. Sutton and wife, Evelyn Sutton, and Leila Paulette Sutton, an unmarried woman, and Third National Bank in Nashville, dated February 4, 1988, filed April 29, 1988, at 3:56 p.m., of record in Book 7530, page 746, said Register's Office.

4. Assignment of Lease by and between Paul B. Sutton and wife, Evelyn Sutton, and Leila Paulette Sutton, an unmarried woman, and Third National Bank in Nashville, dated February 4, 1988, filed April 29, 1988, at 3:57 p.m., of record in Book 7530, page 749, said Register's Office.

5. Assignment of Lessor's interest in Lease by and between Laventure Properties, Inc., a Georgia corporation (Assignor), and Paul B. Sutton and wife, Evelyn Sutton, and Leila Paulette Sutton, an unmarried woman (Assignee), dated February 4, 1988, filed April 29, 1988 at 3:57 p.m., of record in Book 7530, page 752, said Register's Office.

6. Declaration of covenants and restrictions, embracing uses, assessments, liens, easements, party walls, obligations, burdens and other undertakings, Articles of Incorporation of Piccadilly Square Homeowner's Association, By-Laws of the Association, Information Brochure, additional Restrictive Covenants for Single and Two Family Dwelling Units, Common Area Worksheets, Master Deed, all as made, provided and set out in instrument of record in Book 6236, page 683, and Amendments to Declaration of Covenants and Restrictions, of record in Book 6295, page 506, et seq; Book 6295, page 520, et seq; Book 6295, page 534, et seq; Book 6300, page 409, et seq.; re-recorded in Book 6306, page 833, et seq.; Book 6496, page 100, et seq; Book 6496, page 107, et seq; Book 6496, page 114, et seq; Book 6518, page 184, et seq; and Book 6518, page 190, et seq; all in the Register's Office for Davidson County, Tennessee.

7. Amendment to Articles of Incorporation of Piccadilly Square Homeowners Association, of record in Book 6295, page 548, et seq; Book 6295, page 556, et seq; Book 6295, page 564, et seq; and Book 6300, page 423, et seq; all in the Register's Office for Davidson County, specific reference to which is here made for each instrument.

8. Amendments to By-Laws of Piccadilly Square Homeowners Association, of record in Book 6295, page 572, et seq; Book 6295, page 580, et seq; Book 6295, page 588, et seq; and Book 6300, page 431, et seq; all in the Register's Office for Davidson County, Tennessee, specific reference to each of said instrument being here made.

9. Amendments to Information Brochure for Piccadilly Square Homeowners Association, of record in book 6295, page 596, et seq; Book 6295, page 602, et seq; and Book 6300, page 439, et seq; all in the Register's Office for Davidson County, Tennessee, specific reference to each of said instrument being here made.

10. Quitclaim Deed -- Common Area from Wellington Enterprises, Ltd. to Piccadilly Square Homeowners' Association, of record in Book 6236, page 680, said Register's Office, as corrected by Deed of Correction to Piccadilly Square Homeowners Association, of record in Book 6295, page 503, et seq., said Register's Office, specific reference to which is here made, conveying common areas as shown on the plans of record in Book 5200, pages 762, 763 and 720-722, said Register's Office.

11. Conveyance of Additional Open Space, of record in Book 6496, page 99, said Register's Office, to which specific reference is here made.

12. The plan of record in Book 6250, pages 92, 93 and 94, said Register's Office, shows an owner's certificate, various easements, setback lines and notes including but not limited to LOTS DESIGNATED TWO UNITS SHALL SHOW DUPLEX ZONE LOT DIVISION.

13. The plan of record in Book 6900, page 14, said Register's Office, shows an Owner's Certificate, various easements, setback lines, notes and restrictions, and amends the recording of the plan of record in Book 6250, page 93, said Register's Office.

14. Sanitary sewer and/or storm drainage easement, of record in Book 6251, page 616, said Register's Office.

15. Sanitary sewer and/or storm drainage easement, of record in Book 6298, page 491, said Register's Office.

16. Sanitary sewer and/or storm drainage easement, of record in Book 6186, page 238, said Register's Office.

17. Easement for utility services and party walls for use in common with owners of attached and appurtenant improvements.

18. Charter of Piccadilly Square Homeowners Association, of record in Book 7288, page 963, said Register's Office.

19. Deed of conveyance of record in Book 7389, pages 189 and 213, said Register's Office.

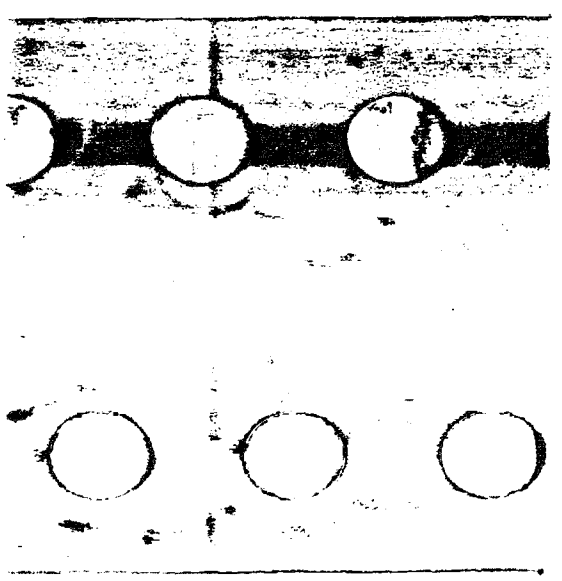
9 4 6 5 0

IDENTIF. TREFERENCE

FEB 22 3 40 PM '91

FELIX Z. [illegible]
DAVIDSON COUNTY TN.

8871 02/22 0101 03CHECK 497.20



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8297 PAGE 471

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT
144000.00
CON TX 475.20
PRFEE 1.00
UDEED 21.00
TOTAL 497.20
CHECK 497.20

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

02/22/91 01 15:40 0001 8971



94650

IDENTIF. TREFERENCE

FEB 22 3 40 PM '91

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY TN.

No. 399227