THIS INSTRUMENT WAS PREPARED BY: M. NORRIS JENKINS, ATTORNEY AT LAW
Suite 230 - 392 Harding Place, Nashville, TN 37211

SPECIAL WARRANTY DEED

| Address of New Owner(s): | Send Tax Bills To: | Map/Parcel Numbers: |
|---|---|---|
| James M. Whitsitt, III<br>5727 Knob Road<br>Nashville, TN 37209 | Same | 149-2B18CO |

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee(s), and other good and valuable considerations, the receipt of which is hereby acknowledged;

Sovran Bank/Central South

hereinafter called the Grantor(s), have bargained and sold, and by these presents do transfer and convey unto

James M. Whitsitt, III and Gerald A. Sullivan, a partnership,

hereinafter called the Grantee(s), their heirs and assigns, a certain tract or parcel of land in DAVIDSON County, State of Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, being Lot No. 77 on the Plan of Piccadilly Square, Phase II, of record in Book 6250, pages 92-94, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.

Being part of the same property conveyed to Sovran Bank/Central South by deed from Overton Thompson, Successor Trustee, of record in Book 8271, page 259, Register's Office for Davidson County, Tennessee.

Storm Water Detention Agreement of record in Book 6782, page 518, said Register's Office.

Articles of Incorporation of Piccadilly Square Homeowner's Association as set out in Book 6236, page 703, Register's Office of Davidson County, Tennessee (recorded as part of a collection of documents recorded at Book 6236, page 683, Register's Office of Davidson County, Tennessee); as amended by instruments of record in Book 6295, page 548; Book 6295, page 556; Book 6295, page 564; and Book 6300, page 423, said Register's Office.

By-Laws of Piccadilly Square Homeowner's Association as set out in Book 6236, page 708, Register's Office of Davidson County, Tennessee (recorded as part of a collection of documents recorded at Book 6236, page 683, Register's Office of Davidson County, Tennessee); as amended by instruments of record in Book 6295, page 572; Book 6295, page 580; Book 6295, page 588; and Book 6300, page 431, said Register's Office.

Information Brochure for Piccadilly Square Homeowner's Association set out in Book 6236, page 726, Register's Office of Davidson County, Tennessee (recorded as part of a collection of documents recorded at Book 6236, page 683); as amended by instruments of record in Book 6295, page 596; Book 6295, page 602; and Book 6300, page 439, said Register's Office.

Charter of Piccadilly Square Homeowner's Association of record in Book 7288, page 963, Register's Office of Davidson County, Tennessee.

Declaration of Restrictive Covenants of record in Book 6355, page 322, and Document of Clarification of record in Book 6830, page 739, said Register's Office.

Taxes for the year 1991 are prorated and assumed by the Grantees herein.

Description is same as used in previous deed.

The Grantor makes no representation or warranty of any kind whatsoever regarding the condition, merchantability, use, or any other matter involving the land or any improvements conveyed herein, except as to title and then only as expressly set forth herein, the Grantees acquire said land and improvements in an "as is" condition.

unimproved (x)
This is improved ( ) property, known as _____

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs and assigns, forever; and we do covenant with the said Grantees that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out.

Grantor does further covenant and bind Grantor, its successors and assigns, to warrant and forever defend title to the said land to the said Grantees, their heirs, successors, and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not further or otherwise, except as to those matters set forth above to which this conveyance is expressly made subject.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands this 13 day of March, 1991.

SOVRAN BANK/CENTRAL SOUTH

By: George S. Patton, V.P.

SOVRAN BANK/CENTRAL SOUTH

By: _____

STATE OF TENNESSEE )
COUNTY OF )

Before me, the undersigned, a Notary Public of said County and State, personally appeared George S Patton, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President or other officer authorized to execute the instrument) of Sovran Bank/Central South, the within named bargainor, a state banking institution, and that he as such Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the state banking institution by himself as Vice President.

Witness my hand and seal, at office in Nashville, Tennessee, this 13 day of March, 1991.

My Commission Expires:
5/8/91

MALINDA WHITE NOTARY PUBLIC DAVIDSON COUNTY

Malinda White
Notary Public

My Commission Expires May 8, 1991

STATE OF TENNESSEE )
COUNTY OF )

Before me, the undersigned, a Notary Public of said County and State, personally appeared Al Babich, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be Vice President or other officer authorized to execute the instrument) of Sovran Bank/Central South, the within named bargainor, a state banking institution, and that he as such Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the state banking institution by himself as Vice President.

Witness my hand and seal, at office in Nashville, Tennessee, this 13 day of March, 1991.

My Commission Expires:

5/8/91

MALINDA WHITE NOTARY PUBLIC DAVIDSON COUNTY

Malinda White
Notary Public

My Commission Expires May 8, 1991

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

The actual consideration or value whichever is greater, for this transfer is $2,000.00.

AFFIANT

Subscribed and sworn to before me this 13th day of March, 1991.

My Commission Expires:

1-25-93

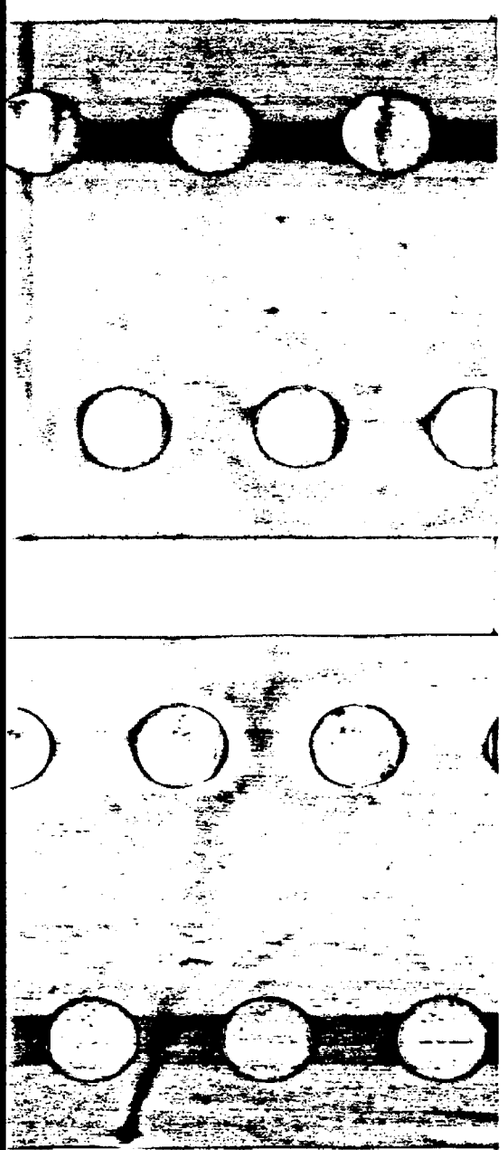
NOTARY PUBLIC

00196

IDENTIF. REFERENCE

Mar 19 2 17 PM '91

4794 03/19 0101 03CHECK 16.60



**OFFICIAL RECEIPT**

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

RECEIVED OF _____

FOR _____

BOOK 8312 PAGE 492

| | | |
|---|---|---|
| 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 | 2000.00 |
| CON TX | 6.60 |
| PRFEE | 1.00 |
| WDEED | 9.00 |
| TOTAL | 16.60 |
| CHECK | 16.60 |

03/19/91 01 14:18 0001 4794

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

00196

IDENTIF. REFERENCE

MAR 19 2 17 PM '91

FELIX Z. WILSON
DAVIDSON COUNTY TN

No. 405553