62

This instrument prepared by:
Stephen F. Wood,Jr., Esq.
SHERRARD & ROE
424 Church Street, Suite 2000
Nashville, Tennessee 37219

BOOK 8663 PAGE 376

WARRANTY DEED

Address New Owner(s):	Send Tax Bills To:	Map/Parcel Nos.
West End Terrace, Inc. c/o Clarence Sutherland 109 Kenner Avenue, Suite 100 Nashville, TN 37205	Same	Map 103-2-C Parcel 110

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, David Bate Parsons and wife, Mary Theresa Ball (hereinafter referred to collectively as the "Grantor"), do hereby transfer and convey unto West End Terrace, Inc., a Tennessee corporation, (hereinafter referred to as the "Grantee") and to the said Grantee's successors and assigns certain real estate in the County of Davidson, State of Tennessee, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property"):

This is improved property known as 276 White Bridge Pike, Unit 110, Nashville, Tennessee 37209.

TO HAVE AND TO HOLD the said Property with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns forever. Grantor covenants that Grantor is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and that the same is unencumbered, except for those matters set forth on Exhibit "B" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Permitted Title Exceptions"). Subject only to the Permitted Title Exceptions, Grantor further covenants and binds the Grantor and the Grantor's heirs, successors and representatives to warrant and defend forever the title to said Property to the Grantee and to the Grantee's successors and assigns against the lawful claims of all persons.

IN TESTIMONY WHEREOF, the Grantor has caused this instrument to be executed on the 19th day of June, 1992.

David Bate Parsons

Mary Theresa Ball

23504

IDENTIF. REFERENCE

JAN 23 1 30 PM '93

5973 06/29 0101 03CHECK 77.50

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, Jana O. Yeary, a Notary Public in and for the County and State aforesaid, personally appeared David Bate Parsons and wife, Mary Theresa Ball, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) the within named bargainor, and that they further acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this 19th day of June, 1992.

Jana O. Yeary
Notary Public

My commission expires:
1-23-93

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value for this transfer of property is $15,000.

AFFIANT

Sworn to and subscribed before me
this 26th day of June, 1992.

Jana O. Yeary
NOTARY PUBLIC

My commission expires:
1-23-93

EXHIBIT "A"

Unit No. 110, as shown on the Plan of West End Terrace, a Condominium Development, together with an undivided percentage interest in the Common Elements appurtenant to said unit, as set forth in the Master Deed establishing West End Terrace, a Condominium, of record in Book 6657, page 549, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to David Bate Parsons and wife, Mary Theresa Ball, by Warranty deed from West End Terrace, Inc. of record in Book 6683, page 917, said Register's Office.

EXHIBIT "B"

Permitted Title Exceptions

1. Taxes for 1992 and subsequent years.

2. Limitations and conditions imposed by the "Horizontal Property Act" as set out in Sections 64-2701, et seq. of the Tennessee Code Annotated.

3. The terms, provisions, covenants, conditions and rights established by and contained in the Master Deed and Bylaws for West End Terrace, a Condominium, recorded in Book 6657, page 549, Register's Office for Davidson County, Tennessee.

4. Restrictive Covenants contained in instrument of record in Book 3642, page 417, said Register's Office.

5. Rights with reference to an 8 inch sanitary sewer shown on Plans for project No. 64-s-16 on file in the Office of Metropolitan Sewerage Service Division, as referred to in deed of conveyance of record in Book 3840, page 386, said Register's Office.

6. Easement for sanitary sewers and/or storm drainage granted Metropolitan Government by William G. Blackman, of record in Book 3859, page 859, said Register's Office.

7. Permanent and temporary construction easements as set out in Final Order of record in Book 5894, page 97 and 101, said Register's Office.

8. An easement for television cable granted Viacom Cablevision by instrument of record in Book 5974, page 755, said Register's Office.

9. An unrecorded lease agreement with Home Coin Laundry dated December 6, 1977.

10. Rights of tenants in possession under existing leases.

11. Such liens as are described in Paragraphs 2 through 18 of the attached Schedule B-1.

Policy No. 044 001222

BOOK 8663 PAGE 380

This policy does not insure against loss or damage by reason of the following:

Standard Exceptions:

(a) Rights or claims of parties in possession not shown by the public records.

(b) Easements, or claims of easements, not shown by the public records.

(c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

(d) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

Special Exceptions:

1. Taxes for 1985 are now due and payable.

2. Deed of Trust executed by J.R. Freeman, Trustee, to Herschel Greer, Trustee, dated October 31, 1972, filed in Book 4651, page 689, said Register's Office, to secure an indebtedness in the sum of $413,300.00, payable to Guaranty Mortgage Company of Nashville, and any other sums which may be and become due under the terms thereof including but not limited to principal, interest and service fee. (See instrument for complete terms and conditions as well as possible rights and options of the mortgagee including rights respecting assumption to the debt secured thereby.)

   Said Deed of Trust was assigned to Interstate Life & Accident Insurance Company by Assignment dated February 8, 1973, of record in Book 4679, page 973, said Register's Office.

3. Financing Statement and Chattel Mortgage of record in Book 4651, page 692, and Book 5269, page 140, continued by instrument of record in Book 6027, page 662, said Register's Office.

   Said Financing Statement was assigned to Interstate Life & Accident Insurance Company by instrument of record in Book 4680, page 444, said Register's Office.

4. Assignment of Rents of record in Book 4651, page 696, said Register's Office.

   Said Assignment of Rents was assigned to Interstate Life & Accident Insurance Company by instrument of record in Book 4679, page 978, said Register's Office.

5. Wraparound Deed of Trust and Security Agreement executed by White Bridge Road Associates, Ltd., a Tennessee Limited Partnership having H.E. McLaughlin, Jr., and Medical Equities, Inc., a Tennessee corporation, as its only General Partners, to Jack W. Robinson, Trustee, dated May 13, 1983, filed in Book 6056, page 451, said Register's Office, to secure an indebtedness in the sum of $1,445,294.00, payable to 271 Limited, a Tennessee Limited Partnership having John H. Noel, III as its sole General Partner, and any other sums which may be and become due under the terms thereof including but not limited to principal, interest and service fee.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

No. 044 001222

6. Financing Statement filed in Book 6056, page 484, Register's Office for Davidson County, Tennessee.

7. Financing Statement filed under the Uniform Commercial Code, by and between White Bridge Road Associates, Ltd., (debtor) and Electric Power Board of the Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 6147, page 390, said Register's Office.

8. Deed of Trust executed by J.R. Freeman, Trustee, to Herschel Greer, Trustee, dated October 31, 1972, filed in Book 4651, page 680, said Register's Office, to secure an indebtedness in the sum of $590,400.00, payable to Guaranty Mortgage Company of Nashville, and any other sums which may be and become due under the terms thereof including but not limited to the principal, interest and service fee. (See instrument for complete terms and conditions as well as possible rights and options of the mortgagee including rights respecting assumption to the debt secured thereby.)

   Said Deed of Trust was assigned to Interstate Life & Accident Insurance Company by Assignment dated February 8, 1973, of record in Book 4679, page 975, said Register's Office.

9. Financing Statement of record in Book 4651, page 683, and Book 5269, page 141, and continued by instrument of record in Book 6027, page 661, said Register's Office.

   Said Financing Statement was assigned to Interstate Life & Accident Insurance Company by instrument of record in Book 4680, page 443, said Register's Office.

10. Assignment of rents of record in Book 4651, page 687, said Register's Office.

    Said Assignment of Rents was assigned to Interstate Life & Accident Insurance Company by instrument of record in Book 4679, page 976, said Register's Office.

11. Wraparound Deed of Trust and Security Agreement executed by White Bridge Road Associates, Ltd., a Tennessee Limited Partnership having H.E. McLaughlin, Jr., and Medical Equities, Inc., a Tennessee corporation, as its only general partners, to Jack W. Robinson, Trustee, dated May 13, 1983, filed in Book 6056, page 421, said Register's Office, to secure an indebtedness in the sum of $1,899,706.00, payable to 271 Limited, a Tennessee Limited Partnership having John H. Noel, III, as its sole general partner, and any other sums which may be and become due under the terms thereof. (See instrument for complete terms and conditions as well as possible rights and options of the mortgagee including rights respecting assumption to the debt secured thereby.)

12. Wraparound Deed of Trust and Security Agreement executed by West End Terrace, Inc., a Tennessee corporation, to E. Berry Holt, III, Trustee, of record in Book 6628, page 383, Register's Office for Davidson County, Tennessee, to secure to White Bridge Road Associates, Ltd., a Tennessee limited partnership having The Equity Group, Inc. (formerly Medical Equities, Inc.) and H.E. McLaughlin, Jr., as its only general partners, a note dated August 9, 1985, for the sum of $2,058,823.53, payable according to the terms and conditions therein.

13. Financing Statement filed under the Uniform Commercial Code by and between West End Terrace, inc. (Debtor) and White Bridge Road Associates, Ltd. (Secured Party) filed under Reference No. D01691 and Book 6628, page 412, Register's Office for DAvidson County, Tennessee and filed in the Office of the Secretary of State of the State of Tennessee under Reference No. 270293.

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

Schedule B-II (Continued)

No. 044 001222

14. Wraparound Deed of Trust and Security Agreement executed by West End Terrace, Inc., a Tennessee corporation, to E. Berry Holt, III, Trustee, of record in Book 6628, page 414, Register's Office for Davidson County, Tennessee, to secure to White Bridge Road Associates, Ltd., a Tennessee limited partnership having The Equity Group, Inc. (formerly Medical Equities, Inc.) and H.E. McLaughlin, Jr., as its only general partners, a note dated August 9, 1985, for the sum of $1,441,176.47, payable according to the terms and conditions contained therein.

15. Financing Statement filed under the Uniform Commercial Code by and between West End Terrace, Inc. (Debtor) and White Bridge Road Associates, Ltd. (Secured Party) filed under Reference No. D01692 and Book 6628, page 443, Register's Office for Davidson County Tennessee and filed in the office of the Secretary of State of the State of Tennessee under Reference No. 270294.

16. Deed of Trust, Assignment of Rents and Security Agreement executed by West End Terrace, Inc., to Stephen C. Baker, Trustee, of record in Book 6628, page 445, Register's Office for Davidson County, Tennessee to secure to Commerce Union Bank, a note dated August 9, 1985, for the sum of $5,100,000.00, payable according to the terms and conditions contained therein.

17. Financing Statement filed under the Uniform Commercial Code by and between West End Terrace, Inc. (Debtor) and Commerce Union Bank (Secured Party) filed under Reference No. D01693 and Book 6628, page 458, Register's Office for Davidson County, Tennessee, and in the Office of the Secretary of State of the State of Tennessee under Reference No. 270295.

18. Financing Statement filed in Book 6056, page 481, Register's Office for Davidson County, Tennessee.

NOTE: Items under 2 through 18 above, are matters of record to which the estate of interest referred to herein is subject. Nonetheless, our policy will affirmatively insure the Insured against loss or damage resulting from the enforcement or attempted enforcement of said items under 2 through 18.

19. Restrictive covenants contained in instrument of record in Book 3642, page 417, said Register's Office.

20. Rights with reference to an 8 inch sanitary sewer shown on Plans for Project No. 64-s-16 on file in the Office of Metropolitan Sewerage Service Division, as referred to in deed of conveyance of record in Book 3840, page 386, said Register's Office.

21. Easement for sanitary sewers and/or storm drainage granted Metropolitan Government by William G. Blackman, of record in Book 3859, page 859, said Register's Office.

22. Permanent and Temporary construction easements as set out in Final Orders of record in Book 5894, page 97 and 101, said Register's Office.

23. An easement for television cable granted Viacom Cablevision by instrument of record in Book 5974, page 755, said Register's Office.

24. Unrecorded lease agreement with Home Coin Laundry dated December 6, 1977.

25. Rights of tenants in possession under existing leases.

26. Master Deed and Bylaws for West End Terrace, a Condominium, of record in Book 6657, page 549, Register's Office for Davidson County, Tennessee.

27. Limitations and conditions imposed by the "Horizontal Property Act" as set out in Sections 64-2701, et seq., of the Tennessee Code Annotated.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

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

RECEIVED OF _____

FOR _____

BOOK 8663 PAGE 383

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 15000.00
CON TX 55.50
PRFEE 1.00
WDEED 21.00
TOTAL 77.50
CHECK 77.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

06/29/92 01 13:31 0001 5973

23504

IDENTIF. REFERENCE

JUN 29 1 30 PM '92

DAVIDSON COUNTY TN.

No. 545670