This Instrument Prepared By:
CORBETT, CROCKETT & VAN SLYKE
Suite 1050 American Center
3100 West End Avenue
Nashville, TN 37203

NEW OWNER	SEND TAX BILL	MAP-PARCEL NO.
Kenneth E. Solesby 111 St. Charles Place Nashville, TN 37212	Sears Mortgage Corp. 440 North Fairway Dr. Vernon Hills, ILL 60061	Map 104-6-K Parcel 111

WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Carlton Partnership, a Tennessee general partnership, ("Grantor"), the original partners of which were Norman A. Carl, Theresa C. Carl, C. LeRoy Norton, Jr. and Kay Fossick Norton, each having a 25% interest in the Partnership and the afore-said partnership interests of Norman A. Carl, Theresa C. Carl having been assigned and transferred to C. LeRoy Norton, Jr. and Kay Fossick Norton by Assignment of Partnership Interest dated August 28th, 1987 attached hereto as Exhibit "A" and incorporated herein by this reference and the afore-said partnership interest of Kay Fossick Norton having been assigned and transferred to the Estate of Charles L. Norton, Sr. by Assignment of record in Book _____, Page _____, Register's Office for Davidson County, Tennessee, has bargained and sold, and by these presents does transfer and convey to Kenneth E. Solesby, an unmarried person ("Grantee"), his heirs, representatives and assigns, certain real estate (the "Property") in Davidson County, Tennessee, described as follows:

A certain condomiuium apartment in Davidson County, Tennessee being Unit No. 111 as shown on the Plan of St. Charles Place as shown as Exhibit "A" to the Master Deed of record in Book 6438, Page 595, Register's Office for Davidson County, Tennessee, as re-recorded in Book 6452, Page 864, and as amended in Book 6488, Page 833, and as further amended in Book 6539, Page 893, said Register's Office to which plan reference is hereby made for a more complete description thereof.

BEING the same property conveyed to Carlton Partnership, a Tennessee general partnership, by deed of record in Book 9105, Page 336, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the Grantee, his heirs, representatives and assigns, forever.

The Grantor covenants with the Grantee that Grantor is lawfully seized and possessed of the said Property in fee simple; that Grantor has a good right to convey the Property; and that the Property is unencumbered, except as follows:

(1) Master Deed and By-Laws which contain restrictive covenants and other matters of record in Book 6438, Page 595, re-recorded in Book 6452, Page 864, Book 6488, Page 833 and Book 6539, Page 893.

(2) Any and all matters shown on the plan of St. Charles Place as shown as Exhibit "A" to the Master Deed of record in Book 6438, Page 595, Register's Office for Davidson County, Tennessee, as re-recorded in Book 6452, Page 864, and as amended in Book 6488, Page 833, and as further amended in Book 6539, Page 893, said Register's Office to which plan reference is hereby made for a more complete description thereof.

This is improved property known as Unit No. 111, St. Charles Place, Nashville, Tennessee 37212.

The Grantor further covenants to warrant and forever defend the title to the Property to the Grantee, his heirs, representatives and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed this 8th day of October, 1993.

CARLTON PARTNERSHIP,
a Tennessee general partnership

By: _____ Gen Partner
C. LeRoy Norton, Jr.
General Partner

By: ESTATE OF CHARLES L. NORTON, SR.,
General Partner

_____ Co-Executor
By: C. LeRoy Norton, Jr.,
Co-Executor

_____
By: Nigel Anne Norton Coppini,
Co-Executor
Co-Executor

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, an official Notary Public of the said county and state, C. LeRoy Norton, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be a General Partner of Carlton Partnership, the within named bargainor, a partnership, and who acknowledged that as such General Partner, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as General Partner.

WITNESS MY HAND, at office, this 8 day of October, 1993.

_____
Notary Public

My Commission Expires: 11-27-93

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, an official Notary Public of the said county and state, C. LeRoy Norton, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to the duly appointed Co-Executor of the Estate of Charles L. Norton, Sr., a General Partner of Carlton Partnership, the within named bargainor, a partnership, and who acknowledged that as such Co-Executor of the Estate of Charles L. Norton, Sr., a General Partner of Carlton Partnership, executed the foregoing instrument for the purposes therein contained, by signing the name of the the Estate of Charles L. Norton, Sr., as General Partner by himself as Co-Executor.

WITNESS MY HAND, at office, this 8 day of October, 1993.

Paula V. Fleming
Notary Public

My Commission Expires: 11-27-93

STATE OF New York
COUNTY OF Queens

Personally appeared before me, an official Notary Public of the said county and state, Nigel Anne Norton Coppini, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged herself to be the duly appointed Co-Executor of the Estate of Charles L. Norton, Sr., a General Partner of Carlton Partnership, the within named bargainor, a partnership, and who acknowledged that as such Co-Executor of the Estate of Charles L. Norton, Sr., a General Partner of Carlton Partnership, executed the foregoing instrument for the purposes therein contained, by signing the name of the the Estate of Charles L. Norton, Sr., as General Partner by herself as Co-Executor.

WITNESS MY HAND, at office, this 7th day of OCTOBER, 1993.

K. L. Fieger
Notary Public

My Commission Expires: 4-30-93

KIKI FIEGER
Notary Public, State of New York
No. 41-4765077
Qualified in Queens County
Commission Expires April 30, 1994

74386
IDENTIFICATION REFERENCE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $130,000.00.

Kenneth E. Selby
Affiant

Sworn to and subscribed before me this 8 day of October, 1993.

Paula V. Fleming
Notary Public

My Commission Expires: 11-27-93

ASSIGNMENT OF PARTNERSHIP INTEREST

This Assignment made this the 19th day of December, 1986, by and between Norman A. Carl and wife, Theresa C. Carl, hereinafter sometimes referred to as "Assignors", and C. LeRoy Norton, Jr. and wife, Kay Fossick Norton, hereinafter sometimes referred to as "Assignees".

WITNESSETH:

THAT FOR AND IN CONSIDERATION OF TWELVE THOUSAND ($12,000) DOLLARS and other valuable considerations, cash in hand paid to Assignors by Assignees, receipt whereof is hereby acknowledged, Assignors, being the true and lawful owner and holder of a 50% interest in the Partnership Agreement of Carlton Partnership dated July 3, 1985, by and between Norman A. Carl, Theresa C. Carl, C. LeRoy Norton, Jr. and Kay Fossick Norton, to which special reference is hereby made for an accurate and detailed description of the property of the partnership, Assignors have this day bargained, sold and assigned and by these presents do bargain, sell and assign, without recourse unto Assignees, all of their right, title and interest in and to Carlton Partnership, free and clear of all liens and encumbrances (other than described herein).

The undersigned represent and warrant that the Carlton Partnership was formed for the express purpose of owning Unit No. 111, St. Charles Place, Nashville, Tennessee, which was deeded to Norman A. Carl, Trustee for convenience of title to be held by said Trustee, subject to the terms and conditions of the Carlton Partnership Trust Agreement; and

THAT Norman A. Carl did on July 3, 1985, execute a Promissory Note in the original principal sum of $102,000 secured by a Deed of Trust of even date to George E. Mudter, Jr., Trustee, of record in Book 6599, Page 98, Register's Office for Davidson County, Tennessee, as assigned to Citicorp Homeowners Services, Inc. by instrument dated July 3, 1985, and recorded in Book 6599, Page 104, and re-recorded in Book 6605, Page 198, said Register's Office. Assignees assume and agree to pay this loan; and

THAT Assignees shall be solely responsible for all expenses incurred resulting from the ownership of Unit No. 111, St. Charles Place; however, Norman A. Carl agrees to remain on the Promissory Note. Assignors shall not be entitled to any of the benefits and/or profits of Carlton Partnership.

TO HAVE AND TO HOLD, the same unto Assignees, their heirs and assigns, for their full use and benefit forever, subject only to the provisions of the Partnership Agreement of Carlton Partnership and the Carlton Partnership Trust Agreement.

This transfer is made without recourse, but Assignors agree to execute any further assurances which are necessary and consistent with the Assignment in assigning any other rights which they might have in Carlton Partnership.

Dated this the 28th day of ~~December, 1986~~ August, 1987, but effective as of the _____ day of December, 1986.

ASSIGNORS:

Norman A. Carl
NORMAN A. CARL

Theresa C. Carl
THERESA C. CARL

ASSIGNEES:

C. LEROY NORTON, JR.

Kay Fossick Norton
KAY FOSSICK NORTON

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, NORMAN A. CARL AND WIFE, THERESA C. CARL, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this ~~19~~28th day of ~~December~~ Aug., ~~1986~~ 1987.

Joan B. Massingale
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9-11-90

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

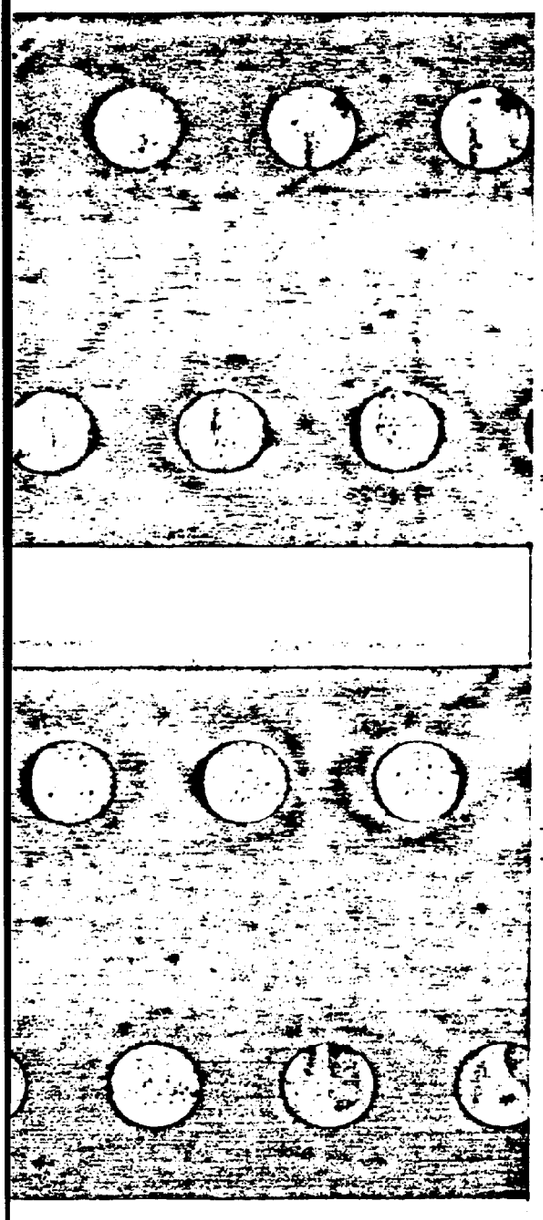
Personally appeared before me, C. LEROY NORTON, JR. AND WIFE, KAY FOSSICK NORTON, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this ~~19~~28th day of ~~December~~ Aug., ~~1986~~ 1987.

Joan B. Massingale
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9-11-90

253 1015 0101 COHEN



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

RECEIVED OF _____

FOR _____

BOOK 9115 PAGE 920

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
			CAMT	
				120000.00
			CON TX	444.00
			PRFEE	1.00
			WDEED	20.00
			TOTAL	465.00
			CHECK	465.00
10/15/93	01		09:41 0001	2173

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

74386
IDENTIF. & REFERENCE

93 OCT 15 AM 9:41
REGISTER
DAVIDSON COUNTY, TN.

No. 710032