4

WARRANTY DEED

FROM: BARRETT B. SUTTON, JR., TRUSTEE

TO: A. WELLING LAGRONE, JR., a single person

ADDRESS NEW OWNERS:	SEND TAX BILLS TO:	MAP-PARCEL NOS.
A. Welling LaGrone, Jr. 715 Belle Meade Boulevard Unit D-1 Nashville, TN 37205	SAME	130-6-A-3-CO
THIS INSTRUMENT PREPARED BY: WHITE & REASOR, 3305 WEST END AVENUE, NASHVILLE, TENNESSEE 37203		

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $185,000.00.

A. Welling LaGrone, Jr.

A. Welling Lagrone, Jr., Affiant

SUBSCRIBED AND SWORN to before me, this 18 day of February, 1994.

11/20/96
My Commission Expires

Denise M. Yardley
Notary Public

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 A. Welling LaGrone, Jr., a single person, hereinafter called "Grantee", his heirs, personal representatives, successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

> Unit No. D-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, and as amended and restated in full in Book 7063, page 125, Register's Office for Davidson County, Tennessee, 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 such 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 858, said Register's Office.

This is improved property, known as Unit No. D-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, his heirs, personal representatives, 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. Taxes for the year 1994, which have been prorated and assumed by the Grantee.

2. 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, and all related condominium documents.

3. 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.

4. 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.

5. Easements and restrictions of record.

Grantor further covenants and binds himself, his successors-in-trust and assigns, to warrant and forever defend the title to said real estate to said Grantee, his heirs, personal representatives, 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., 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.

The Unit is conveyed subject to the following right of first refusal, which is reserved by Grantor and granted by Grantee in favor of Hunter Armistead: Whenever Grantee may desire to sell or otherwise transfer the Unit, or any interest therein, the Grantee shall have the right to do so only in accordance with the terms of a bona fide written offer ("Offer") and only after the Unit has been offered to Hunter Armistead in accordance with the following provisions. Prior to accepting the Offer, the Grantee shall give Hunter Armistead written notice describing the terms of the Offer and stating the name and address of the proposed transferee of the Unit. The notice shall also include a copy of the Offer and all documents affecting the proposed transfer. Hunter Armistead shall have at least seven (7) days after receipt of the notice to elect to purchase the Unit on the same terms as set forth in the Offer. If Hunter Armistead does not elect to do so within said period, the Grantee shall have the right to sell the Unit in accordance with the Offer. If any material terms of the Offer are modified prior to the sale of the Unit, the procedure set forth above shall above be implemented, and Hunter Armistead shall have another seven (7) day right of first refusal with respect to the modified Offer. Any notices given to Hunter Armistead under this provision shall be hand-delivered or sent by certified mail, return receipt requested to: Hunter Armistead, Unit F-1, Belle Meade Condominiums, 715 Belle Meade Boulevard, Nashville, Tennessee 37205. Once the right of first refusal set forth above has been implemented, and the Unit has been transferred by Grantee in accordance therewith, the right of first refusal described above shall have no further effect as against subsequent owners of the Unit.

IN WITNESS WHEREOF, the parties have executed this instrument as of the 18 day of February, 1994.

"GRANTOR"

Barrett B. Sutton Jr.

BARRETT B. SUTTON, JR.,
TRUSTEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

7363 02/18 0101 03CHECK 701.50

Personally appeared before me, Denise M. Laumeyer, a Notary Public for the State and County aforesaid, Barrett B. Sutton, Jr., Trustee, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 18 day of February, 1994.

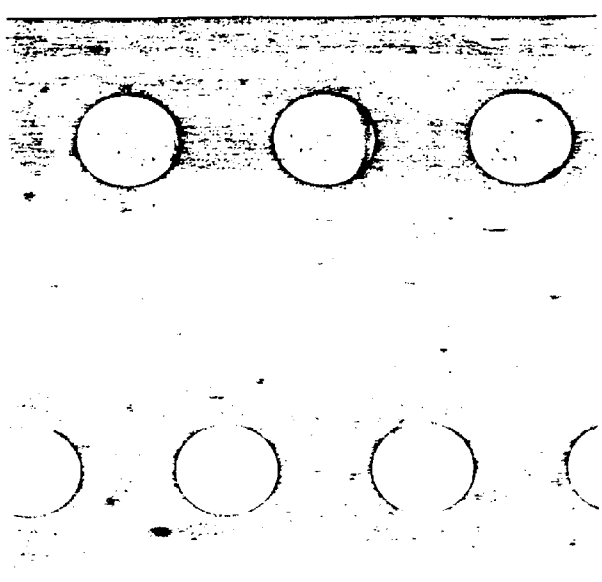
Denise M. Laumeyer
Notary Public

My commission expires:
11/20/96

19400
IDENTIF. ↑ REFERENCE

94 FEB 18 PM 3:58

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9253 PAGE 957

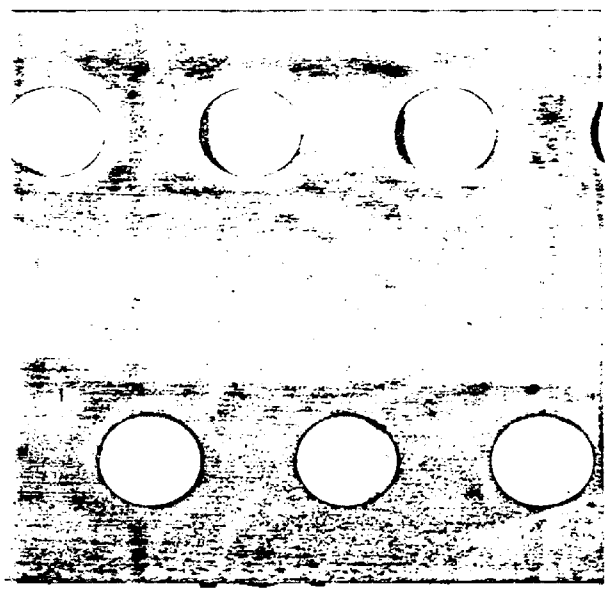
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT
185000.00

CON TX	684.50
PRFEE	1.00
WDEED	16.00
TOTAL	701.50
CHECK	701.50

02/18/94 01 15:58 0001 7363



RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

19400
IDENTIF. ↑ REFERENCE

94 FEB 18 PM 3:58

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No.758270