FILE BOX 57

BOOK 11396 PG. 877

This instrument prepared by
Thomas C. Scott
TUNE, ENTREKIN & WHITE
21st Floor, First American Center
Nashville, Tennessee 37238-0091

99 MAR 23 PM 3:51

0564855

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $180,000.00

Affiant

Subscribed and sworn to before me this 23rd of March, 1999.

KIM L. WILSON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public

My Commission Expires: ~~My Commission Expires NOV. 25, 2000~~

SPECIAL WARRANTY DEED

Address New Owner:	Send tax bills to:	Map & Parcel No.
Anne H. Webber Apt. # 41, Belle Meade Towers Nashville, TN 37205	Same	Map: 116-13-C Parcel: 41

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 consideration, the receipt of which is hereby acknowledged, **M & M Contractors, Inc.** (the "Grantor"), has bargained and sold and by these presents does transfer and convey unto **Anne H. Webber** (the "Grantee"), her heirs and assigns, a certain tract or parcel of land described as follows:

Apartment No. 41 in Belle Meade Tower, a horizontal property regime located at 105 Leake Avenue in Nashville, Davidson County, Tennessee, as shown on the plat of Belle Meade Tower, recorded in Book 4175, page 159, of the Register's Office of Davidson

County, Tennessee, and described in a Master Deed, recorded in Book 4469, page 530 of the Register's Office of Davidson County, Tennessee to which reference is hereby made. Parking Space No. 46 in the garage attached to the building of Belle Meade Tower is a limited common element for the exclusive use of the co-owner of said apartment. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the property, apartments, co-owners, and tenants of Belle Meade Tower contained in the Master Deed, and the By-Laws appended thereto, recorded in Book 4469, page 530 of the Register's Office of Davidson County, Tennessee are incorporated in this deed by reference and made a part hereof the same as though copied herein.

This being an improved property known as Apt. No. 41, 105 Leake Avenue, Nashville, Tennessee 37205.

Being the same property conveyed to M & M Contractors, Inc. by deed of record in Book 10250, page 659, Register's Office for Davidson County, Tennessee.

This conveyance is subject to the following:

1. Taxes for 1999, a lien not yet due and payable.

2. Easement granted by H.B. Alexander and wife, to American Telephone & Telegraph Company for telephone line and for trimming trees, of record in Book 1207, page 547, Register's Office for Davidson County, Tennessee.

3. A building clearance easement of two feet in width was granted A.J. Reich, et ux their heirs and assigns, by instrument of record in Book 3183, page 201, Register's Office for Davidson County, Tennessee.

4. Easement for Sanitary sewer and storm drainage improvements were granted Metropolitan Government of Nashville, and Davidson County, Tennessee, by instrument of record in Book 3839, page 983, Register's Office for Davidson County, Tennessee.

5. Permanent and temporary easement for the construction of bridge and channel changes were granted Metropolitan Government of Nashville, and Davidson County, Tennessee, as more particularly set forth in an instrument of record in Book 4355, page 696, Register's Office for Davidson County, Tennessee.

6. The premises herein insured is a condominium apartment established pursuant to the provisions of the Tennessee, "Horizontal Property Act" as the same is set out in Section 64-2701, et seq. Of the Tennessee Code Annotated, and is subject to the provisions and requirements thereof; and is subject to the By-Laws for the administration thereof; also subject to easements, rights and interest in favor of other unit owners and all sewer,

water, electrical, telephone and other utility easements now or hereafter established over, through or upon the land embracing the regime and buildings thereon; and also including without limitations all conditions covenants, restrictions, options, burdens, assessments and other undertaking contained in the Master Deed Establishing A Horizontal Property Regime of Belle Meade Towers, of record in Book 4469, page 530, Register's Office for Davidson County, Tennessee, copy attached; included in said Master Deed are easements reserved in said land for the benefit of owner's apartments in a horizontal property regime which may be established on adjoining property and reserving the rights to dedicate the common areas in this land to be common elements of both horizontal property regimes; the developers also have reserved the right to relocate, expand, modify or extend existing driveways, parking areas and yards and to construct, expand, enlarge or relocate sewers, utility lines or service connections in order to serve the horizontal property regime that may be established on the adjoining property; said Master Deed also imposes restrictions and limitations on any co-owner, mortgagee or trustee under a trust deed insofar as the sale or leasing of the premises. See record for complete detail.

7. The Master Deed of record in Book 4469, page 530 has been amended by Deed of Correction in Book 4494, page 489, Register's Office for Davidson County, Tennessee, Amendment of record in Book 4631, page 407, Register's Office for Davidson County, Tennessee, Amendment of record in Book 4631, page 410, Register's Office for Davidson County, Tennessee, Amendment of record in Book 4790, page 319, Register's Office for Davidson County, Tennessee, Amendment recorded in Book 4851, page 950, Register's Office for Davidson County, Tennessee, Amendment record in Book 5046, page 828, Register's Office for Davidson County, Tennessee.

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

AND THE GRANTOR does covenant with the said Grantee that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except as set forth above.

AND THE GRANTOR does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said Grantee, her heirs and assigns, against the lawful claims of all persons claiming by, through or under the Grantor but not further.

WITNESS the execution of Grantor this the 23rd day of March, 1999.

M & M CONTRACTORS, INC.

By: Robert C H Mathews

Its: President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Robert C H Mathews 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 President or other officer authorized to execute this instrument on behalf of M & M Contractors, Inc. , the within named bargainor, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

Witness my hand and official seal at office on this the 23rd day of March, 1999.

Kim L. Wilson
Notary Public

KIM L. WILSON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires: My Commission Expires NOV. 25, 2000

rcm\m&mcont.swd

2577 03/23 0101 03CHECK 685.00

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11396 PG. 881

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	CFEE - COMPUTER FEE	PRFEE - PROBATE FEE

0564855

IDENTIFICATION REFERENCE

99 MAR 23 PM 3:51

DEPT

DEBT
180000.00
CON TX 666.00
PRFEE 1.00
MTGE 16.00
CFEE 2.00
TOTAL 685.00
CHECK 685.00

03/23/99 01 15:50 0001 2577

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1441667