Return to:
Title Enterprises, Inc
3354 Perimeter Hill Dr.
Suite ~~114~~ 105
Nashville, TN 37211

This Instrument Prepared By:
Information supplied by both parties
Involved in Transaction

Davidson County DEEDWARR
Recvd: 03/05/02 09:08 3pgs
Fees:18.00 Taxes:9.25
20020305-0027216

----------SPACE ABOVE THIS LINE FOR RECORDING INFORMATION----------

WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten and 00/100 Dollars cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, **Joe S. Berry, and Margaret Smithson, as Tenants in Common** (hereinafter referred to as "Grantor") have this day bargained and sold and do hereby transfer and convey unto, **Alpha Developent Co. and B & W Management Services LLC** (hereinafter referred to as "Grantee") their heirs and assigns, forever, that certain parcel of real estate located in Davidson County, State of Tennessee, and being described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD said real estate, together with all of the appurtenances, estate and title thereunto belonging, unto the said Grantee(s), their heirs and assigns, forever.

The undersigned covenant with the said Grantee that they are lawfully seized and possessed of said parcel of real estate, and that they have a good right to convey the same and that it is unencumbered, except for the lien of current year's property taxes, which taxes have been prorated between the parties herein.

The undersigned further covenant and bind themselves, their heirs and assigns, to forever warrant and defend the title to said real estate to the Grantee(s), their heirs and assigns, against the lawful claims of all person, whomsoever.

Witness our hands this 18TH day of JANUARY, 2002.

Joe S Berry
JOE S. BERRY

Margaret Smithson
~~**MARGARET**~~ **SMITHSON**
Margaret Smy

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOE S. BERRY and MARGARET SMITHSON, as tenants in common , the within named bargainor (s), to me personally known (or proved to me on the basis of satisfactory evidence) to be the person(s) named in and who executed the foregoing instrument, and who acknowledged the execution of same to be their free act and deed.

Witness my hand and official seal this 15TH day of FEBRUARY, 2002.

Mary T. Hurst
Notary Public

My Commission Expires: _____

MARY T. HURST
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

My Commission Expires JAN. 28, 2006

STATE OF TENNESSEE
COUNTY OF DAVIDSON

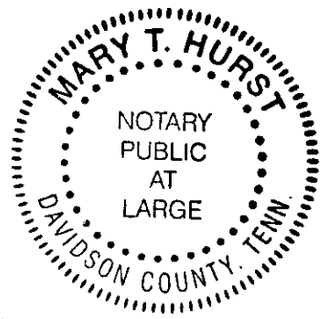
The actual consideration or value, whichever is greater, for this transfer is $2500.00 which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Affiant

Subscribed before me this 15TH day of FEBRUARY, 2002.

Notary Public

My Commission Expires: _____



My Commission Expires JAN. 28, 2006

MAP AND PARCEL NUMBERS: 82-05-49.00

ADDRESS NEW OWNERS:

1605 5TH AVE
NASHVILLE, TN

SEND TAX BILLS TO:

SAME

Exhibit "A"

A certain tract or parcel of land located in Davidson County, State of Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, being the southerly 33 1/3 feet of Lot No. 156 on the Plan of North Nashville Real Estate Company's Pan of Lots, as of record in Book No. 21, Page 105, Register's Office for Davidson County, Tennessee.

Said part of said Lot No. 156 fronts 33 1/3 feet on the southwesterly side of Fifth Avenue, North, formerly Summer Street and runs back 179 feet 6 inches on the southeasterly line and 179 feet, more or less, on the northwesterly line, to an alley measuring 33 1/3 feet thereon.

Being the same property conveyed to Joe S. Berry and Margreat Smithson, as tenants in Common by Warranty Deed from Leo Bergeron and wife, Mae Bergeron, dated April 27, 1993 and recorded April 27, 1993 in Book 8927, Page 215, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to any and all zoning regulations, building restrictions and setback lines, if any, and easements and rights for public utilities applicable to this property; and taxes for the current year which have been prorated and assumed by the Grantee(s) herein.