BOOK 4666 PAGE 768

# WARRANTY DEED

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Ruth M. Phillips | Same | Map 117-7 |
| (NAME) Hopewell Square | (NAME: | Parcel 168 |
| (STREET ADDRESS OR ROUTE NUMBER) 1617 Elm Hill Pike | (STREET ADDRESS) | |
| Nashville, Tennessee | Same | |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

*For and in Consideration of the sum of* TEN AND NO/100 ($10.00)----------

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*DOLLARS*

cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged,

DEC22 72 CONV 82,500.00
DEC22 72 S'TAX A* 214.50
DEC22 72 PR'FEE A* .50
DEC22 72 W'DEED A* 6.00 * 221.00

This Instrument Prepared By
Schulman, McCarley, Hollins and Pride
900 American Trust Building
Nashville, Tennessee

mail to

SHERIDAN CONSTRUCTION COMPANY, a Tennessee corporation,

has / does
*~~have~~ bargained and sold, and by these presents do ~~have~~ transfer and convey unto*

*the said* RUTH M. PHILLIPS, her

*heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:*

Being Parcel No. 168 (Building Site No. 168) on Metropolitan Map No. 117-7, as shown on the Plan of Gloucester Square, as of record in Book 4460, page 50, Register's Office for said County.

Being part of the property conveyed to Sheridan Construction Company, by deed from Gloucester Square Cooperative Corporation, et al, of record in Book 4555, page 396, Register's Office for Davidson County, Tennessee.

This conveyance of said property is made expressly subject to the following conditions:

1. Said premises are restricted by all the requirements, conditions, easements, assessments, liens, uses, building restrictions, limitations, repurchase options, burdens and other undertakings, including the rights and interests of other building site owners, and condominium owners within Gloucester Square, and including also the requirement that all owners of building sites and condominium units within Gloucester Square be members of the Gloucester Square Cooperative Corporation, subject to assessment for the payment of costs incident to the maintenance of common areas and administration expenses of the corporation, and providing for a lien to secure the payment thereof, all as contained in an instrument executed by Gloucester Square Cooperative Corporation, et al, dated October 20, 1971, and recorded in book 4548, page 217, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 82,500.00

Subscribed and sworn to before me, this the 13 day of November 19 72

Affiant

My commission expires: My Commission Expires OCT 25, 1976

Notary Public

AT LARGE

2. Setback lines, easements, access limitations and condition of owner's certificate as shown on the recorded plan of Gloucester Square, of record in Book 4460, page 50, Register's Office for Davidson County, Tennessee.

3. Access easements between the premises and public rights of way are shown on the recorded plan of Gloucester Square and are reserved on said plan for the common use of all building site and condominium owners, and such easements are granted to the Grantee by this conveyance to be used and enjoyed by the Grantee, his guests, invitees, heirs, successors and assigns.

Gloucester Square Cooperative Corporation, a Tennessee corporation, joins in the execution of this conveyance for the purpose of consenting to same and approving the purchaser hereunder in accordance with the provisions of Paragraph 13 of the restrictive covenants.

B 8 8 8 0 7

IDENTIF. REFERENCE

DEC 22 9 25 AM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

unimproved (X)
This is improved ( ) property, known as Parcel 168, Building Site No. 168, Metropolitan Map No. 117-7, Gloucester Square, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town)

*To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said* RUTH M. PHILLIPS, her *heirs and assigns, forever.*

*And* it does *covenant with the said* Ruth M. Phillips *that* it is *lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered* except as hereinabove set forth, and taxes for the year 1972, which are hereby prorated as of the date of the deed and assumed by Grantee herein.

*And* Sheridan Construction Company does *further covenant and bind* itself, its successors and representatives, *to warrant and forever defend the title to the said land to the said* Ruth M. Phillips, her *heirs and assigns against the lawful claims of all persons whomsoever.*

*Witness* our hands *this* 13th *day of* December, 19 72, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

SHERIDAN CONSTRUCTION COMPANY
By: Donald Sheridan
President

GLOUCESTER SQUARE COOPERATIVE CORPORATION
By: James H. Bailey Jr.
Vice President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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Personally appeared before me, Fran Oglesbee, a Notary Public in and for said County and State, the within named James H. Haley, Jr. - Vice President of Gloucester Square Cooperative Corporation

the bargainor, with whom I am personally acquainted, and who acknowledged that HE AS Vice President of THE Gloucester Square Cooperative Corporation executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 13 th day of December, 1972.

Fran Oglesbee, Notary Public.

Commission Expires 11-17-76

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STATE OF
COUNTY OF

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

_____

_____

the bargainor, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____, this _____ day of _____, 19____.

_____, Notary Public.

Commission Expires _____.

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Annie Hearse, a Notary Public of the State and County aforesaid, personally appeared Gerald E. Sheridan, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of the Sheridan Construction Company, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 30 day of November, 19 72

Annie Hearse, Notary Public

Commission Expires 5-23-73