Return to:
THIRD NATIONAL BANK

WARRANTY DEED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Charles F. Alexander, Trustee (NAME:)	Same. (NAME:)	7DA-500 &
Parkway Towers (STREET ADDRESS OR ROUTE NUMBER)	BOOK 4668 PAGE 986 (STREET ADDRESS)	7DA-30750
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	116-3 14-23 Pal

For and in Consideration of the sum of.....

---Eight Hundred Fifty Thousand and no/100 ($850,000.00)------ *DOLLARS*

and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, Royal Oaks, Limited, a Texas Limited Partnership, acting by and through its General Partner, CPI Nashville Company, has

JAN-25 CONV * $850,000.00
JAN-25 S'TAX A*2,210.00
JAN-25 PR'FEE A* .50
JAN-25 W'DEED A* 8.00 * 2,218.50

.....~~have~~ *bargained and sold, and by these presents do/transfer and convey unto* es *the said* Charles F. Alexander, Trustee, with full power to mortgage, sell, transfer and convey, without joinder of any beneficiary, his successors in trust ~~their~~ *and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:* the same being more particularly described in Exhibit A which is attached hereto, made a part hereof, and incorporated herein by reference.

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

1. Easements, restrictions, conditions of the owner's certificate, reservations and limitations as shown on the recorded plan of Royal Oaks aforesaid.

2. The rights of tenants in possession of apartments within the apartment building situated upon said premises, provided that the Grantor, by this instrument, assigns to the Grantee all its right, title and interest as landlord in and to each such tenancy.

3. A portion of said Lot 3 is designated upon the recorded plan of Royal Oaks aforesaid as "easement for driveway". This portion of the same is conveyed subject to the reservation in favor of the Grantor and in favor of the owners of Lots 1, 4 and 5 on said plan, and of all persons claiming by, through or under them, and their respective heirs, successors and assigns, of a non-exclusive, perpetual easement in common with the Grantee, his successors in trust and assigns, for ingress and egress for normal vehicular and pedestrian traffic, provided that the Grantee, his successors and assigns, shall be responsible for the maintenance of this driveway, and provided further that the owner of Lot 5 on said plan shall be entitled

STATE OF TENNESSEE
COUNTY OF DAVIDSON
Subscribed and sworn to before me, this the 27 day of December 19 72
My commission expires: May 27 1976
(Affix Seal)

The actual consideration or value whichever is greater for this transfer is $ 850,000.00
Affiant
Notary Public

This instrument prepared by James I. Vance Berry, Attorney
) American Trust Building, Nashville, Tennessee

to a 25 foot easement for ingress and egress between said driveway and Lot 5 at a location to be agreed upon and to be situated within 100 feet of Woodmont Boulevard. In the use of this easement, neither the Grantor nor the owners of Lots 1, 4 and 5 on said plan, nor any parties claiming by, through or under them, their heirs, successors and assigns, shall use the same for construction purposes, including, without limiting the generality of the foregoing, the movement of construction equipment, the delivery of construction materials, or other construction activities and uses which may be inconsistent with the entranceway of a quality apartment.

unimproved (✓)
This is improved ( ) property, known as ..... 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 Charles F. Alexander, Trustee, his successors in trust ~~heirs~~ *and assigns, forever.*

And Grantor do*es* *covenant with the said* Grantee, *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 Grantor does ~~do~~ *further covenant and bind* itself, its successors ~~heirs~~ *and representatives, to warrant and forever defend the title to the said land to the said* Grantee, his successors in trust ~~heirs~~ *and assigns against the lawful claims of all persons whomsoever.*

There is further conveyed to the Grantee, his successors in trust and assigns, a perpetual easement for ingress and egress for normal vehicular and pedestrian traffic upon that parcel of ground designated "easement for driveway" upon the recorded plan of Royal Oaks, aforesaid, which proceeds in a southeasterly direction from Harding Road to said Lot 3 and around the westerly and southerly side of the same, said driveway being located between Lots 1 and 4 and between Lots 1 and 3 on said plan. This easement shall be in common with the Grantee, his successors in Trust and assigns, and the owners of Lots 1, 2 and 4 on said plan, and with all persons claiming, by, through or under the Grantee, and each of said owners, and their respective heirs, successors and assigns, provided that the Grantor, its successors and assigns, shall be responsible for the maintenance of this driveway. This grant of said easement is made expressly subject to a deed of trust from the Grantor to Dwight Webb, Jr., Trustee, dated April 14, 1970, and of record in Book 4410, page 595, said Register's Office, securing an indebtedness described therein in favor of Massachusetts Mutual Life Insurance Company.

This grant of said easement is made on condition and subject to the restrictive agreement that the same shall not, under any circumstances, be used by the Grantee, or any party claiming by, through or under him, his successors in trust and assigns, for construction purposes, including, without limiting the generality of the foregoing, the movement of construction equipment, the delivery of construction materials, or other construction activities and uses which may be inconsistent with the entranceway of a quality apartment.

Witness my *hand this* 27 *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.*

ROYAL OAKS, LIMITED, a Texas Limited Partnership, acting by and through its General Partner, CPI Nashville Company

By George Wilbur, V.P.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 1668 PAGE 988

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....., Tennessee, this..... day of....., 19.....,

....., Notary Public.

Commission Expires.....

STATE OF .....
COUNTY OF .....

B 8 9 8 3 IDENTIFICATION JAN 45 AM '73 FELIX DAVIDSON COUNTY, TENN.

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.....

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Paul J. Brown *, a Notary Public of the State and County aforesaid, personally appeared* George Volkert *, with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* Vice President *of the* CPI NASHVILLE COMPANY *, the within named bargainor, a corporation, and that* he *as such* Vice 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* Vice President

Witness my hand and seal, at office in Nashville, Tennessee
this 27 *day of* December *, 19* 72

Paul J. Brown
Notary Public

Commission Expires May 5, 1976

PAUL J. BROWN NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

EXHIBIT A

LEGAL DESCRIPTION

Tract 1:

A parcel of land in the 7th Civil District of Nashville, Davidson County, Tennessee, bounded on the east by Woodmont Boulevard and being south of Harding Road, and being Lot No. 3 on the Plat of Royal Oaks, of record in Book 4300, page 201, Register's Office for said County, more particularly described as follows:

BEGINNING at a point in the westerly margin of Woodmont Boulevard, S 39° 07' E, 381.7 feet from the south margin of Harding Road, said point being the southeast corner of Lot 5; thence S 39° 07' E along the west margin of Woodmont Boulevard, 66.6 feet to a point and the northeast corner of Mrs. Adele Morrissey's property, as of record in Book 888, page 2, Register's Office for Davidson County; thence S 51° 13' W, 175.7 feet along the northerly property line of Morrissey to a point; thence, S 36° 57' E, 192.7 feet to a point, being a common corner with Lot No. 2; thence along a common line with Lot Nos. 2, 3, 4 and 5, the following calls: S 50° 33' W, 68.2 feet to a point; N 36° 57' W, 43.4 feet to a point; S 53° 03' W, 27.0 feet to a point; S 16° 33' W, 60.0 feet to a point; S 50° 33' W, 81.0 feet to a point; S 76° 00' W, 80.0 feet to a point; N 55° 38' W, 70.6 feet to a point; N 41° 48' W, 69.3 feet to a point; N 20° 00' E, 39.7 feet to a point; N 41° 48' W, 60.0 feet to a point; N 48° 12' E, 299.3 feet to a point; S 36° 57' E, 15.7 feet to a point; N 51° 13' E, 173.2 feet to the point of beginning, containing 2.041 acres more or less.

BEING property conveyed to Royal Oaks Limited, a Texas Limited Partnership, by deed from Royal Oaks Investments, Inc., of record in Book 4278, page 881, Register's Office for Davidson County, Tennessee, and by deed of Royal Oaks Investments, Inc., to Royal Oaks Limited, a Texas Limited Partnership, etc., of record in Book _____, page _____, Register's Office for Davidson County, Tennessee.