New owners: Mr. & Mrs. Elmer H. Briggs
E-4, 6949 Highland Park Dr.
Nashville, Tn. 37205

Send tax bills to: Fidelity Federal Savings & Loan
P. O. Box 2588
Nashville, Tennessee 37219

084,313-6

This instrument prepared by:
Willis, Knight & Barr
700 Union Street
Nashville, Tennessee 37219

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43534

CONDOMINIUM UNIT DEED

THIS INDENTURE, made and entered into this 27th day of August, 1973, by and between HARPETH GLEN CORP., a corporation organized and existing under the laws of the State of Tennessee, party of the first part, and Elmer H. Briggs and wife, Betty A. Briggs, parties of the second part,

WITNESSETH:

That for the consideration hereinafter expressed the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said parties of the second part the following described real estate, situated and being in Nashville, County of Davidson, State of Tennessee, to wit:

A part of Harpeth Glen Condominium tract as shown per plat made Exhibit One hereto of record in Plat Book 4460, at page 99, of the Register's Office of Davidson County, Tennessee; the part hereby conveyed being:

Unit No. E-4 on the said section plat together with the carport designated number E-4, a family unit type No. _____, as shown in and described by the Master Deed Establishing Horizontal Property Regime With Respect to Harpeth Glen Condominium, including the Plan and the Administrative By-Laws thereunto attached and exhibited, recorded in Book 4546, page 658, of the Register's Office of Davidson County, Tennessee, as amended in Book 4630, page 504, of the Register's Office of Davidson County, Tennessee;

TOGETHER WITH each and all of the rights, privileges, and appurtenances thereunto belonging, as set forth in the said Master Deed, Plan and Administrative By-Laws, including without limitation such unit's undivided percentage interest in the land and general common elements;

SUBJECT, HOWEVER, TO ALL of the provisions, conditions, restrictions, options, burdens, and undertakings contained in the Master Deed, the Plan and Administrative By-Laws thereunto attached and to the rules and regulations, all of which the Parties of the Second Part do assume and agree to observe and perform, including, but not limited to the payment of assessments;

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in

It is hereby agreed and understood that Elmer H. Briggs and Elmer Houston Briggs is one and the same person, and Betty A. Briggs and Betty Ann Waldron Briggs is one and the same person.

Nashville, Tenn.

any wise appertaining unto said parties of the second part, their heirs, and assigns in fee simple forever.

And the said party of the first part does hereby covenant with the said parties of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except for (1) all provisions, including without limitation all conditions, covenants, restrictions, options, burdens, and undertakings contained in the aforesaid Master Deed, and any amendments thereof; (2) easements 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 said property and building thereon, or to serve some or all of the units therein; and (3) real estate taxes for the current year which have been pro rated and assumed by parties of the Second Part; and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.

Parties of the second part agree that, with no further consent from parties of the second part, party of the first part may amend said Master Deed pursuant to Paragraph Twenty-second thereof to add certain tracts of land to said Condominium as a part of said same Condominium. Any purchaser of condominium units constructed on tracts of land added to said condominium pursuant to the amendment of said Master Deed shall become members of the same condominium as parties of the second part and be subject to the same conditions and liabilities and have the same rights and privileges including rights and privileges to common areas of parties of the second part.

THE CONSIDERATION for this conveyance is as follows: Ten Dollars ($10.00) cash in hand paid, and other good and valuable considerations, receipt of all of which is hereby acknowledged.

IN WITNESS WHEREOF, party of the first part has caused this instrument to be executed by and through its duly authorized officers the day and year first above written.

PARTY OF THE FIRST PART

HARPETH GLEN CORP.

BY: _____

ATTEST:

_____

PARTIES OF THE SECOND PART

by Betty A. Brigge

Elmer V. Brigge, Power of Attorney

_____

Betty A. Brigge

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration, or value, whichever is greater for this transfer is $37,800.00.

_____

AFFIANT

Sworn to and subscribed before me

this 27th day of August,

1973.

_____

NOTARY PUBLIC

My Commission Expires: 8/2/76

STATE OF TENNESSEE

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COUNTY OF DAVIDSON

Before me, Janice S. Clinkenbeard, a Notary Public of the State and County aforesaid, personally appeared David L. Pollack and Frank Grace, Jr. with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be President and Assist. Secretary of Harpeth Glen Corp., the within named bargainor, a corporation, and that they as such President and Assist. Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as President and Assist. Secretary.

WITNESS MY HAND AND SEAL, at office in Nashville Tennessee, this 27th day of August, 1973.

Janice S. Clinkenbeard
NOTARY PUBLIC

Commission expires 8/2/76

State of Tennessee
County of Davidson

Personally appeared before, me Earline T. Ormsby, a Notary Public in and for said County and State, the within named Betty A. Briggs the bargainor with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 27th. day of August, 1973.

Earline T. Ormsby
Notary Public

Commission Expires:
My Commission Expires AUG. 9, 1975

State of Tennessee
County of Davidson

On this 27th. day of August, 1973, before me, Earline T. Ormsby. a Notary Public, in and for said County and State, personally appeared Betty A. Briggs to me known to be the person who executed the foregoing instrument in behalf of the said Elmer H. Briggs, and acknowledged that she executed the same as the free act and deed of the said Elmer Houston Briggs.

Earline T. Ormsby

My Commission Expires:
My Commission Expires AUG. 9, 1975

8-28-73 Co. 37,800.00
St 98.38
R. Fee 50
W Deed 10.00 Total 108.78

C 21644

IDENTIF. REFERENCE

AUG 28 4 15 PM '73

FELIX A. DAVIDSON COUNTY, TENN.