New Owners: Charles T. Bennett & wife, Virginia Farley Bennett
Unit 1040
1000 Heritage Village Dr.
Madison, Tennessee 37115

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

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42-11A
40 pw

CONDOMINIUM UNIT DEED

THIS INDENTURE, made and entered into this 19th day of February, 1974, by and between DAVID L. POLLACK, TRUSTEE, party of the first part, and Charles T. Bennett and wife, Virginia F. Bennett, 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 Heritage Village Condominium tract as shown per plat made Exhibit One hereto of record in Plat Book 4675, at page 46, of the Register's Office of Davidson County, Tennessee; the part hereby conveyed being:

Unit No. 1040 on the said section plat together with the carport designated number 1040, a family unit type No. A, as shown in and described by the Master Deed Establishing Horizontal Property Regime With Respect to Heritage Village Condominium, including the Plan and the Administrative By-Laws thereunto attached and exhibited, recorded in Book 4758, page 179, 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

Virginia F. Bennett and Virginia Farley Bennett are one and the same person.

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

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 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

David L. Pollack, Trustee
DAVID L. POLLACK, TRUSTEE

PARTIES OF THE SECOND PART

Charles T Bennett

Virginia Farley Bennett

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration, or value, whichever is greater for this transfer is $ 21,950.00.

David L. Pollack
AFFIANT

Sworn to and subscribed before me this 19th day of February.

JANICE S. CLINKSCALES NOTARY PUBLIC DAVIDSON COUNTY, TENN. MY COMMISSION EXPIRES AUG. 2, 1976

Janice S. Clinkscales
NOTARY PUBLIC

My Commission Expires: 8/2/76

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

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Before me, Janice S. Clinkenbeard, a Notary Public of the State and County aforesaid, personally appeared David L. Pollack, Trustee, with whom I am personally acquainted and who, upon oath, acknowledged that he executed the foregoing instrument for the purpose therein contained.

WITNESS MY HAND AND SEAL at office in Nashville, Tennessee, this 19th day of February, 1974.

Janice S. Clinkenbeard
NOTARY PUBLIC

JANICE S. CLINKENBEARD NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires:

8/2/76

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

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Personally appeared before me, George R. Woods, a Notary Public in and for said County and State, Charles T. Bennett and Virginia Farley Bennett the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at Nashville, Tennessee, this 19 day of Feb., 1974.

George R. Woods
NOTARY PUBLIC

My Commission Expires: 1/26/77

My Commission Expires JAN. 26, 1977

GEO. R. WOODS * NOTARY PUBLIC * DAVIDSON COUNTY, TENN.

C 4 2 4 8 0

IDENTIF. REFERENCE

FEB 19 2 56 PM '74

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

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|---|---|---|---|---|---|
| FEB 19 74 | CONV | 21,950.00 | | | |
| FEB 19 74 S'TAX | | | A* | 56.94 | |
| FEB 19 74 PR'FEE | | | A* | .50 | |
| FEB 19 74 | W'DEED | | A* | 10.00 | * 67.44 |