New Owner:
Howard Tinsley
Unit 368
Elmington Condominium
Elmington Ave.
Nashville, Tenn.

SEND TAX BILLS TO:
SAME

THIS INSTRUMENT PREPARED BY
Thompson, Liebengood, and Crawford
FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238

MAP 104-10C
PAR. 30
TDA-1844

BOOK 4870 PAGE 387

CONDOMINIUM UNIT DEED

THIS INDENTURE, made and entered into this 6th day of November, 1974, by and between James K. Bennett and wife, Sara M. Bennett, Party of the First Part, and Howard Tinsley and wife, Amy M. Tinsley, Party of the Second Part;

W I T N E S S E T H:

For and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, and the Agreement by the Party of the Second Part to assume the present indebtedness as set forth in a Deed of Trust in the original amount of $34,000, said Deed of Trust being of record in Book 4731, page 105, Register's Office for Davidson County, Tennessee, Party of the First Part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said Party of the Second Part the following described real estate, situated and being in Nashville, Davidson County, Tennessee, to wit:

A part of Elmington Condominium tract as shown per plan of record in Plat Book 4300, page 200, of the Register's Office for said county identified as follows:

Unit H-30 on said plat as shown in and described by the Master Deed establishing horizontal property regime with respect to Elmington Condominium, including the Surveyor Plans and the Administrative By-Laws thereunto attached and exhibited recorded in Book 4436, page 547, of the Register's Office for said county. Together with each and all of the rights, privileges and appurtenances thereunto belonging, as set forth in the same Master Deed, Surveyor Plans and Administrative By-Laws, including with limitations such units undivided percentage interest in the land and general common elements. Subject, however, to all of the provisions, conditions, restrictions, options, burdens and undertaking contained in the Master Deed, the Surveyor Plans and Administrative By-Laws thereunto attached, and to the rules and regulations, all of which the purchaser does assume and agree to observe and perform, including, but not limited to, the payment of assessments.

Being the same property conveyed to James K. Bennett and wife, Sara M. Bennett, by Deed from Miller Kimbrough, Jr., of record in Book 4731, page 99, Register's Office for said County.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 50,000.00

Subscribed and sworn to before me, this the 6th day of November, 1974.

My commission expires: March 10, 1976

Affiant

Notary Public

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest belonging to the said Party of the Second Part, their heirs and assigns forever.

And the said Party of the First Part does hereby covenant with the said Party 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 limitations all conditions, covenants, restrictions, options, burdens, and undertakings contained in Master Deed of record in Book 4486, page 547-552, Register's Office for said County, (2) By-Laws of Elmington Condominium of record in Book 4486, page 553-566, Register's Office for said County, (3) easements in favor of other unit owners; and all sewer, water, electrical, telephone and other utility easements for or hereafter established over, through, or upon the said property and building thereon, or to serve some or all of the units therein, (4) real estate taxes for the year 1974 to be pro-rated and assumed by Party of the Second Part,(5) limitations and conditions imposed by the Horizontal Property Act as set out in Code Section 64-2704 to 22, both inclusive, of Tennessee Code Annotated, and (6) Deed of Trust of record in Book 4731, page 105, Register's Office for said County; and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this the 6th day of November, 1974.

James K. Bennett

Sara M. Bennett

STATE OF TENNESSEE X
X
COUNTY OF DAVIDSON X

Personally appeared before me, James R. Newport, a Notary Public in and for said County and State, James K. Bennett and wife, Sara M. 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 6th day of November, 1974.

James R. Newport
Notary Public

JAMES R. NEWPORT NOTARY PUBLIC DAVIDSON CO. TENN.

My Commission Expires:

5/10/76

C 79278

IDENTIF. REFERENCE

NOV 22 3 41 PM '74

FELIX Z. ... REGISTER
DAVIDSON COUNTY, TENN.

NOV22	CONV	50,000.00			
NOV22 S'TAX			A*	130.00	
NOV22 PR'FEE			A*	.50	
NOV22	W'DEED		A*	6.00	* 136.50