This instrument prepared by:
Shulman, McCarley, Hollins and Frida
P. O. Box 2707
Nashville, Tennessee 37219

Mail 1

BOOK 4874 PAGE 538

WARRANTY DEED

Address New Owner(s) As Follows:	Send Tax Bills To:	Map Parcel Nos:
Hans V. Appen and wife, Erna V. Appen Royal Oaks Tower - 42W 4505 Harding Road Nashville, Tennessee 37205	Same	116- 3-A 49

THIS CONVEYANCE, made the 11th day of December, 1974, by and between CHARLES F. ALEXANDER, TRUSTEE, hereinafter referred to as "Grantor" and Hans V. Appen and his wife, Erna V. Appen, hereinafter referred to as the "Grantee(s)".

W I T N E S S E T H:

THEREFORE, in consideration of the sum of Ten and no/100 ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto the Grantee(s) Hans V. Appen and his wife, Erna V. Appen, absolutely and in fee simple, the following described property located in Davidson County, Tennessee.

Those certain premises comprising a portion of Royal Oaks Towers, said project having been established as a Horizontal Property Regime by Master Deed and Declaration and By-Laws dated the 22nd day of May, 1973, and recorded in the Register's Office for Davidson County, Tennessee, in Book 4710, page 901, and as amended in Book 4798, page 813, said Register's Office; and said premises being more particularly described as follows:

Unit Labeled Apartment 42W of said project as shown on the plan recorded in Book 4460, page 189, Register's Office for Davidson County, Tennessee, excepting and reserving any portion of the

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $36,500.00.

Subscribed and sworn to before me, this the 11 day of December, 1974.

Affiant

Notary Public

Martha S. Hall
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

Commission Expires:
April 8, 1978

common elements lying within said unit and easements through said unit appurtenant to the common elements and other units, all as set forth in the Declaration, and an undivided 2.23803 % interest appurtenant to the unit in all common elements of said project as described in said Declaration including the building and land described below.

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, South 39° 07' East, 381.7 feet from the south margin of Harding Road, said point being the southeast corner of Lot 5; thence South 39° 07' East 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 South 51° 13' West, 175.7 feet along the northerly property line of Morrissey to a point; thence South 36° 57' East, 192.7 feet to a point, being a common corner with Lot No. 2; thence along a common line with Lots Nos. 2, 3, 4 and 5, the following calls: South 50° 33' West, 68.2 feet to a point; North 36° 57' West, 43.4 feet to a point; South 53° 03' West, 27.0 feet to a point; South 16° 33' West, 60.0 feet to a point; South 50° 33' West, 81.0 feet to a point; South 76° 00' West, 80.0 feet to a point; North 55° 38' West, 70.6 feet to a point; North 41° 48' West, 69.3 feet to a point; North 20° 00' East, 39.7 feet to a point; North 41° 48' West, 60.0 feet to a point; North 48° 12' East, 299.3 feet to a point; South 36° 57' East, 15.7 feet to a point; North 51° 13' East, 173.2 feet to the point of beginning, containing 2.041 acres, more or less.

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, of record in Book 4300, page 201, Register's Office for Davidson County, 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 is in common with the owners of lots 1, 2 and 4 on said plan, and with all persons claiming by, through, or under Charles F. Alexander, Trustee, and each of said owners and their respective heirs, successors and assigns, provided that Royal Oaks Limited, a Texas Limited Partnership, grantor under the Warranty Deed of record in Book 4668, page 986, Register's Office for Davidson County, Tennessee, its successors and assigns shall be responsible for the maintenance of this driveway. This grant of said easement is expressly subject to a Deed of Trust from said Royal Oaks, Limited, a Texas Limited Partnership, 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.

Being property conveyed to Charles F. Alexander, Trustee by deed from Royal Oaks Limited, a Texas Limited Partnership, of record in Book 4668, page 986, Register's Office for Davidson County, Tennessee.

Said conveyance shall include the right of ingress and egress from said property and the right to use, for proper purposes in common with the Grantor, his successors and assigns, and all other occupants from time to time, any and all portions of the project designated by statute and the Declaration as common elements.

Said conveyance shall be subject to the following reservations, restrictions on use and convenants and obligations as set forth in the Master Deed and Declaration dated the 22nd day of May, 1973, and of record in the Register's Office for Davidson County, Tennessee, Book 4710, page 901, and as amended in Book 4798, page 813, said Register's Office, and as set forth in the By-Laws of the Association of the Owners attached thereto, and as it may be amended from time to time, said By-Laws to be filed with the Board of Directors of said Association, all of which restrictions, payment of charges, and other covenants, agreements, obligations, conditions and provisions are incorporated in this deed by reference, and constitute and shall constitute covenants running with the land, equitable servitude and liens to the extent set forth in said documents and as provided by law, and all of which are accepted by the Grantee(s) as binding and to be binding upon the Grantee(s) and his (their) or its successors, heirs, administrators or executors and assigns or the heirs and assigns of the survivor of them as the case may be.

TO HAVE AND TO HOLD the same with all improvements, tenements, rights, easements, privileges and appurtenances thereto, belonging or otherwise appertaining to held or enjoyed therewith unto the Grantee(s) and his their or its successors, heirs, administrators, executors, and assigns or heirs and assigns of the survivor of them as the case may be, subject as aforesaid forever.

And Grantor hereby for himself and his successors and assigns, covenants and agrees with the Grantee(s) as hereinabove described, that the Grantor is lawfully seized in fee simple of the property herein

conveyed; that he has good right to sell and convey the same in the amount set forth herein; and that said property herein conveyed is free of all encumbrances, except for taxes for 1974 which have been prorated and assumed by Grantee and except as may be noted herein, and the Grantor, his successors and assigns shall warrant and defend the same to the Grantee(s) as hereinabove described forever, against the lawful claims and demands of all persons, except as aforesaid, said land herein described being subject to an easement for a driveway as shown on the plat of record in the Register's Office for Davidson County, Tennessee, Book 4460, page 189, and

Grantee(s) in consideration of the foregoing conveyance hereby convenant and agree(s) with the Grantor and the Grantee(s) assume(s) and agree(s) to pay the pro rata share as set forth in the Declaration, of the balance due under the assessment as and when the assessments fall due and will hold the Grantor, his successor and assigns harmless and will indemnify them against all claims and demands whatsoever which shall hereafter arise from or in connection with said assessment.

IN WITNESS WHEREOF, the Grantor and the Grantee(s) have caused this conveyance to be executed on the day and date first above written in Nashville, Tennessee.

CHARLES F. ALEXANDER, TRUSTEE

GRANTOR

Hans V. Appen

Erna V. Appen

GRANTEE(S)

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Martha S. Hall, a Notary Public in and for said County and State, the within named Charles F. Alexander, with whom I am personally acquainted, and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 11 day of December, 1974.

Martha S Hall
Notary Public

MARTHA B. HALL * NOTARY PUBLIC * DAVIDSON COUNTY, TENN.

Commission Expires:

April 8, 1978

DEC 12 ☰ CONV 36,500.00
DEC 12 ☰ S'TAX A* 94.90
DEC 12 ☰ PR'FEE A* .50
STATE OF TENNESSEE DEC 12 ☰ W'DEED A* 10.00 * 105.40

COUNTY OF DAVIDSON)

Personally appeared before me, Martha S. Hall, a Notary Public in and for said County and State, the within named Hans V. Appen and his wife, Erna V. Appen, with whom I am personally acquainted and who, upon oath acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 11 day of December, 1974.

Martha S Hall
Notary Public

MARTHA C. HALL * NOTARY PUBLIC * DAVIDSON COUNTY, TENN.

Commission Expires:

April 8, 1978

DEC 12 8 51 AM '74
FELIX A. ... REGISTER
DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE

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