BOOK 4914 PAGE 544

"THIS INSTRUMENT PREPARED BY JAMES [illegible] ATTORNEY, 21st - FLOOR FIRST AMERICAN [illegible] NASHVILLE, TENNESSEE 37238"

WARRANTY DEED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
James I. Vance Berry, Trustee	Same	
(NAME) 21st Floor, First American Center	(NAME)	117-6
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	123
Nashville, Tennessee 37238		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

For and in Consideration of the sum of Ten----------

----------($10.00)----------*DOLLARS*

and the conveyance by the Grantee to the Grantor of certain real estate known as Lot 196, Temple Hills Country Club Estates, Williamson County, Tennessee, of record in Book 241, page 683, Register's Office for said County, Kenneth E. Stender and wife, Romie E. Stender,

MAY21 75	CONV	16,500.00				
MAY21 75	S'TAX		A*	42.90		
MAY21 75	PR'FEE		A*	.50		
MAY21 75	W'DEED		A*	6.00	*	49.40

have bargained and sold, and by these presents do transfer and convey unto the said James I. Vance Berry, Trustee, his successors in trust and *heirs and assigns, a certain tract or parcel of land in* Davidson *County, State of Tennessee, described as follows, to-wit:*

Land in Davidson County, Tennessee, being a certain building site identified as ~~Property Map~~ Parcel No. 123, as shown on the Plan of Gloucester Square as of record in Book 4460, page 50, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Kenneth E. Stender and wife, Romie E. Stender, by installment deed from Gloucester Square Cooperative Corporation, of record in Book 4553, page 938, Register's Office for Davidson County, Tennessee.

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

1. Real property taxes for the year 1975, which have been prorated.

2. Said premises are restricted by all the requirements, conditions, easements, assessments, liens, uses, building restrictions, limitations, repurchase options, burdens and other undertakings, including the rights and interests of other building site owners and condominium owners within Gloucester Square, and including also the requirement that all owners of building sites and condominium units within Gloucester Square be members of the Gloucester Square Cooperative Corporation, subject to assessment for the payment of costs incident to the maintenance of common

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 16,500.00

Affiant

Subscribed and sworn to before me, this the 17 day of April 1975

Notary Public

My commission expires: 9-12-78

(Affix Seal)

areas and administration expenses of the corporation, and providing for a lien to secure the payment thereof, all as contained in an instrument executed by Gloucester Square Cooperative Corporation, et al, dated October 20, 1971, and recorded in Book 4548, page 217, said Register's Office.

3. Set back lines, easements, access limitations and conditions of the owner's certificate, as shown on the recorded plan of Gloucester Square of record as aforesaid.

4. Access easements between the premises and public rights of way are shown on the recorded plan of Gloucester Square and are reserved on said plan for the common use of all building site and condominium owners, and such easements are granted to the Grantee by this conveyance to be used and enjoyed by the Grantee, his guests, invitees, heirs, successors and assigns.

5. Gloucester Square Cooperative Corporation and Town Properties, Inc. join herein for the purpose of waiving any option which they, or either of them, may have to purchase the premises conveyed hereby, by virtue of the restrictive covenants affecting said property, or otherwise, provided that the Grantee shall take and hold title to the same subject to the purchase option set forth and contained in paragraph 13 of the restrictive covenants aforesaid. This waiver is made on the express condition that the construction of improvements upon the property conveyed by this deed shall commence within six (6) months from the date hereof.

unimproved (X)
This is improved ( ) property, known as ..... (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 Grantee, his successors in trust and assigns ..... *heirs and assigns, forever.*

And Grantors *do covenant with the said* Grantee ..... *that* they are *lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered.,* except as set forth hereinabove.

And Grantors ..... *do further covenant and bind* themselves, their *heirs and representatives, to warrant and forever defend the title to the said* Grantee, his successors in trust *heirs and assigns against the lawful claims of all persons whomsoever.*

Witness our *hand* s *this* 17 *day of* April, *19* 75, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

GLOUCESTER SQUARE COOPERATIVE CORPORATION

By Craig Hogue

TOWN PROPERTIES, INC.

By Frank C. Batchelder

Kenneth E. Stender

Romie E. Stender

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Robert Page Thomas, a Notary Public in and for said County and State, the within named Kenneth E. Stender and wife, Romie E. Stender,

the 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 1st day of May, 1975.

Robert Page Thomas
Notary Public

Commission Expires 9-12-78

ROBERT PAGE THOMAS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Jean H. Worley, a Notary Public of the State and County aforesaid, personally appeared Craig Hogue, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of the Gloucester Square Cooperative Corporation, the within named bargainor, a corporation, and that he as such 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 President.

Witness my hand and seal, at office in Nashville, Tennessee, this 22nd day of April, 1975.

Jean H. Worley
Notary Public

Commission Expires February 19, 1978

JEAN H. WORLEY NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Margaret Ann Rogland, a Notary Public of the State and County aforesaid, personally appeared Fred R. Weber, Jr., with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of the Town Properties, Inc., the within named bargainor, a corporation, and that he as such 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 President.

Witness my hand and seal, at office in Nashville, Tennessee, this 17th day of April, 1975.

Margaret Ann Rogland
Notary Public

Commission Expires 1-29-78

MARGARET ANN ROGLAND NOTARY PUBLIC DAVIDSON COUNTY, TENN.

FILED FOR RECORD MAY 21 8:52 AM 1975 REGISTER DAVIDSON COUNTY, TENN.

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