THIS INSTRUMENT PREPARED BY JAMES I. VANCE BERRY
EQUITABLE BUILDING, 21st - FLOOR FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238

WARRANTY DEED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	PARCEL NUMBERS
Fox Builders, Inc. (NAME)	Same (NAME)	
5825 Old Harding Road (STREET ADDRESS OR ROUTE NUMBER)	BOOK 4918 PAGE 589 (STREET ADDRESS)	117-6
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	123 Pt

Mail

For and in Consideration of the sum of Sixteen Thousand Five Hundred and no/100 ----------($16,500.00)---------- *DOLLARS*

cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, James I. Vance Berry, Trustee,

JUN-4 75	CONV	16,500.00				
JUN-4 75	S TAX		A*	42.90		
JUN-4 75	PB FEE		A*	.50		
JUN-4 75	W DEED		A*	6.00	*	49.40

has ~~xxx~~ *bargained and sold, and by these presents do/transfer and convey unto* es

the said Fox Builders, Inc., a Tennessee corporation, its successors and ~~xxxxx~~ *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 James I. Vance Berry, Trustee, by deed from Kenneth E. Stender and wife, Romie E. Stender, of record in Book 4914, page 544, said Register's Office.

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 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

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

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

Affiant

My commission expires: 2-12-78 (Affix Seal)

Notary Public

DAVIDSON COUNTY

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, its guests, invitees, 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 htis deed shall commence within six (6) months from the date hereof.

BOOK 4964

REFERENCE

FELIX A. NELSON JR. REGISTER DAVIDSON COUNTY, TENN.

JUN 4 10 44 AM '75

unimproved (
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, its successors and assigns ..... *heirs and assigns, forever.*

And Grantor*es* *do/covenant with the said* Grantee ..... *that* he is*has* *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 Grantor*es* *do/further covenant and bind* his successors in trust and/assigns ~~heirs and representatives~~, *to warrant and forever defend the title to the said land to the said* Grantee, its successors ..... *heirs and assigns against the lawful claims of all persons whomsoever.*

Witness my *hand this* 17 *day of* April, *1975, 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 R. Ballard Jr.

James I. Vance Berry, Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named James I. Vance Berry, Trustee

the bargainor....., with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 1 day of April, 19 75.

[illegible], Notary Public.

Commission Expires 9-12-78

NOTARY PUBLIC RODGERS PAIGE THOMAS DAVIDSON COUNTY TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, [illegible], 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 Cooperation, 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 17 day of April, 19 75.

[illegible], Notary Public

Commission Expires 9-12-78

NOTARY PUBLIC RODGERS PAIGE THOMAS DAVIDSON COUNTY TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, [illegible], a Notary Public of the State and County aforesaid, personally appeared Fred R. Webber, 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 17 day of April, 19 75.

[illegible], Notary Public

Commission Expires 9-12-78

NOTARY PUBLIC RODGERS PAIGE THOMAS DAVIDSON COUNTY TENN.