THIS INSTRUMENT PREPARED BY
DEARBORN & EWING, ATTORNEYS
1912 PARKWAY TOWERS
NASHVILLE, TENNESSEE 37219

BOOK 5001 PAGE 213

D38167

IDENTIF. REFERENCE →

MAR 1 2 59 PM '76
FELIX DAVIDSON COUNTY, TENN. REGISTER

# WARRANTY DEED

FROM: IBEC-Martin Corporation

TO: ROBERT E. LaBREC and wife,
ITHACA S. LaBREC

| Address New Owner(s) As Follows: | Send Tax Bills To: | Map-Parcel No. |
|---|---|---|
| Mr. & Mrs. Robert E. LaBrec<br>4810 Old Hickory Boulevard<br>Hermitage, Tennessee 37076 | Commerce Union Bank<br>2114 Parkway Towers<br>Nashville, Tenn. 37219 | MAP 86-11-B<br>PAR 55-A |

FOR AND IN CONSIDERATION of the sum of Thirty-Three Thousand Two Hundred and No/100---------- Dollars, ($ 33,200.00 ), the receipt of which is hereby acknowledged, the IBEC-Martin Corporation, hereinafter called "Grantor", has this day bargained and sold, and does hereby transfer and convey unto the said Robert E. LaBrec and wife, Ithaca S. LaBrec, (their) ~~(his)(her)~~ heirs and assigns, hereinafter called "Grantee", a certain condominium apartment in Davidson County, Tennessee, described as follows: Unit number 2, Building number 3 in Raintree Village, (a condominium), created under Chapter 27, Title 64, of the Tennessee Code Annotated, and as established by a Master Deed of record in Book 4753, page 140, Register's Office for Davidson County, Tennessee, as amended by a Deed of Amendment of record in Book 4980, page 378, said Register's Office, and as shown on the revised plat of Hermitage Woods Condominium Apartments, Phase II and II-A, of record in Book 4860, pages 62 through 64, in said Register's Office, to which reference is hereby made. Garage number 3-2-G is a limited common element for the exclusive use of the occupant of said unit.

Being part of the same property conveyed to IBEC-Martin Corporation by deed from George Clarke Martin of record in Book 4646, page 595, said Register's Office.

This is improved property known as Bldg. 3, Unit 2, Raintree Village Condominium, 4810 Old Hickory Boulevard, Hermitage, Tennessee 37076.

TO HAVE AND TO HOLD to the said Grantee(s) (their) ~~(his)(her)~~ heirs and assigns, said real estate with all the appurtenances, estate, title and interest thereto belonging to the said Grantee(s), (their) ~~(his)(her)~~ heirs and assigns forever, Grantor covenants that it is lawfully seized and possessed of said condominium unit in fee simple, has a good right to convey it, and that the same is unencumbered, except:

1. All terms and provisions of a Declaration of covenants and restrictions dated August 28, 1973, of record in Book 4743, page 258, Register's Office for Davidson County, Tennessee.

2. All terms and provisions of the Master Deed and By-Laws for Raintree Village, a condominium, of record in Book 4753, page 140, Register's Office for Davidson County, Tennessee, as amended by a Deed of Amendment of record in Book 4980, page 378, said Register's Office.

3. All terms and provisions of the Charter of Hermitage Woods Community Services Association of record in Corporate Book Volume O-29, page 5443, in the office of the Secretary of the State of Tennessee, and in Book 4753, page 101, Register's Office for Davidson County, Tennessee, and the By-Laws and rules and regulations of said corporation.

4. All easements and restrictions as set forth in the revised plan of record for Hermitage Woods Condominium Apartments, Phase II and II-A, of

record in Book 4860, pages 62 through 64, in the Register's Office for Davidson County, Tennessee.

Grantor further covenants and binds itself, its successors and assigns to warrant and forever defend the title to said real estate to said Grantee(s), (their) ~~xxxx~~ ~~xxxx~~ heirs and assigns against the lawful claims of all persons.

Grantee(s) by acceptance of this deed hereby joins in and accepts, and agrees to be bound to the foregoing instruments creating Raintree Village, a condominium, and the Hermitage Woods Community Services Association. Said Grantee(s) further agrees hereby to pay all assessments whether special or general which are levied by Raintree Village, a condominium or by the Hermitage Woods Community Services Association or their successors or assigns.

IN WITNESS WHEREOF, the parties have executed this instrument on this 26th day of February, 19 76

IBEC-MARTIN CORPORATION

By: Bruce R. Thompson
Bruce R. Thompson, Vice President

"Grantor"

Robert E. LaBrec

Ithaca S. LaBrec

"Grantee(s)"

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Barbara Atkinson, a Notary Public within and for the State and County aforesaid, personally appeared Bruce R. Thompson, with whom I am personally acquainted and who upon oath acknowledged himself to be the Vice President of IBEC-Martin Corporation, the within named bargainor, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Vice President.

Witness my hand and official seal at office at Nashville, Tennessee, on this the 26th day of February, 19 76.

NOTARY PUBLIC TENNESSEE STATE AT LARGE

Barbara E. Atkinson
Notary Public

My Commission Expires: 1-29-77

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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Personally appeared before me, Barbara E. Graham a Notary Public in and for said County and State, the within named Robert E. LaBrec and wife, Ithaca S. LaBrec, the bargainor(s), with whom I am personally acquainted, and who acknowledged that (they) ~~(s)he~~ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 26th day of February, 1976.



Barbara E. Graham
Notary Public

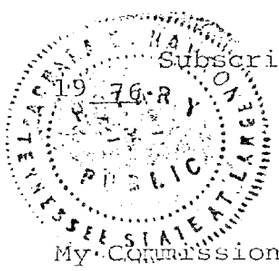
My Commission Expires: 1-29-77

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $ 33,200.00.

Ithaca S. LaBrec
Affiant

Subscribed and sworn to before me, this 26th day of February, 1976.



Barbara E. Graham
Notary Public

My Commission Expires: 1-29-77

3-1-76 Co 33.200.00
St 86.32
Rec .50
W Deed 6.00

92.82