L# 07-80,361-9 (File Room)
Return to Home Federal

FROM:

JAMES D. GILMORE

TO:

HOWARD E. SMITH, JR. and wife, MARY E. SMITH

For draftsman's use

PREPARED BY: BOOK 5070 PAGE 766
John L. Chambers
Chambers & Wiseman
19th Floor, Life & Casualty Tower
Nashville, Tennessee 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Howard E. Smith, Jr. and wife, Mary E. Smith (NAME)	Home Federal Savings & Loan Association (NAME)	14G-E-A
143 Holly Forest (STREET ADDRESS OR ROUTE NUMBER)	230 Fourth Avenue, North (STREET ADDRESS)	44
Nashville, TN 37221 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37219 (CITY) (STATE) (ZIP)	PM

(FOR REGISTER'S USE)

D6907 4

IDENTIFICATION REFERENCE

SEP 21 3 03 PM '76

REGISTER DAVIDSON CO. TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$61,000.00**** Howard E. Smith
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 17th DAY OF September 1976.

Susan M. Harbison
Notary Public

MY COMMISSION EXPIRES: 2 November 1977

(AFFIX SEAL)

CONDOMINUM UNIT DEED

THIS INDENTURE, made and entered into this 17th day of September, 1976, by and between JAMES D. GILMORE, Party of the First Part, and HOWARD E. SMITH, JR. and wife, MARY E. SMITH, _____, Parties of the Second Part,

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of SIXTY-ONE THOUSAND AND NO/100 ---------- Dollars ($61,000.00), cash in hand paid, receipt of which is hereby acknowledged, the said Party of the First Part has bargained and sold and does hereby bargain, sell, convey, and confirm unto the said Parties of the Second Part, their heirs and assigns, the following described property, situated and being in Nashville, Davidson County, Tennessee:

BEING part of Coronada, a condominium, as shown on the Plan of record in Book 4860, page 26, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Unit No. 44 on said Plan, being located at 143 Holly Forest, as established in the Master Deed and Bylaws establishing a Horizontal Property Regime with respect to the Coronada Condominium Association, Inc. of record in Book 4901, page 679, and Book 4901, page 702, respectively, Register's Office for Davidson County, Tennessee.

BEING a part of the same property conveyed to James D. Gilmore by deed from Coronada Properties, a partnership, of record in Book 4901, page 198, Register's Office for Davidson County, Tennessee, and a part of the same property submitted to Coronada Condominium Association, Inc. by Master Deed and Bylaws from James D. Gilmore, developer, of record in Book 4901, page 679, and Book 4901, page 702, respectively, Register's Office for Davidson County, Tennessee.

TOGETHER WITH each and all of the rights, privileges, and appurtenances thereunto belonging, as set forth in the said Master Deed and Bylaws, including without limitation such unit's undivided percentage interest in the common elements

as described therein; and together with those limited common areas appurtenant to Unit No. 44 contained within extensions of the side lines of said unit, as shown on the Plan of record in Book 4860, page 26, Register's Office for Davidson County, Tennessee.

SUBJECT, HOWEVER, to all of the provisions, conditions, restrictions, options, burdens, and undertakings contained in the Plan, Master Deed, and Bylaws, and the Rules and Regulations, if any, all of which the Parties of the Second Part do assume and agree to observe and perform, including, but not limited to, the payment of assessments which may be levied against such unit.

TO HAVE AND TO HOLD the aforesaid property, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining, to said Parties of the Second Part, their heirs and assigns, in fee simple forever.

The said Party of the First Part does hereby covenant with the said Parties of the Second Part that he is lawfully seized in fee of the aforedescribed property; that he has a good right to sell and convey the same; and that the same is unencumbered, except as follows:

1. All provisions, including without limitation, all conditions, covenants, restrictions, options, burdens, and undertakings, contained in the Master Deed and Bylaws as of record in Book 4901, page 679, and Book 4901, page 702, respectively, and a Plan of record in Book 4860, page 26, Register's Office for Davidson County, Tennessee, and any and all amendments thereto.

2. Any and all easements in favor of other unit owners.

3. All sewer, water, electrical, telephone, or other utility easements now or hereafter established as provided in the Master Deed and Bylaws over, through, or upon any of the common elements or buildings thereon, whether to serve some or all of the common elements or to serve some or all of the units or unit owners thereon.

4. Real estate taxes for the current year, which have been prorated and assumed by Parties of the Second Part.

5. The said Master Deed and Bylaws are subject to amendment as set forth therein, and this conveyance is made subject to those rights of amendment. Any purchaser of condominium units constructed on tracts of land added to said condominium pursuant to amendments of said Master Deed may become members of the same condominium as Parties of the Second Part and be subject to the same conditions and liabilities and have the same rights and privileges, including rights and privileges to common areas of Parties of the Second Part.

The Party of the First Part further covenants and binds himself, his heirs and assigns, to warrant and forever defend the title to the said property to the said Parties of the Second Part, their heirs and assigns, against the lawful claims of all persons whomseover.

I, ELLA E. GILMORE, hereby join in this conveyance for the express purpose of waiving and releasing any dower, homestead, or like interests which I may have in the above described property.

WITNESS our hands this 17th day of September, 1976.

JAMES D. GILMORE

Ella E. Gilmore

ELLA E. GILMORE

STATE OF TENNESSEE]
]
COUNTY OF DAVIDSON]

Personally appeared before me, Susan M. Pearson, a Notary Public within and for the State and County aforesaid, JAMES D. GILMORE and ELLA E. GILMORE, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office at Nashville, Tennessee, this 17th day of September, 1976.

Susan M. Pearson
NOTARY PUBLIC

My Commission Expires:

2 November 1977

SEP 21 76	CONV	61,000.00			
SEP 21 76	S'TAX		B*	158.60	
SEP 21 76	PR'FEE		B*	.50	
SEP 21 76	W'DEED		B*	6.00	* 165.10