mail

This instrument prepared by:
WILLIS & KNIGHT
700 Union Street
Nashville, Tennessee 37219

BOOK 5112 PAGE 674

42-11-A
48 pw

CONDOMINIUM UNIT DEED

THIS INDENTURE, made and entered into this 4th day of February, 19 77, by and between DAVID L. POLLACK, TRUSTEE, party of the first part, and THOMAS E. ERWIN and Wife, EMOJENE H. ERWIN, parties of the second part,

WITNESSETH:

That for the consideration hereinafter expressed 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 the following described real estate, situated and being in Nashville, County of Davidson, State of Tennessee, to wit:

A part of Heritage Village Condominium tract as shown per plat made Exhibit One hereto of record in Plat Book 4955, at page 55, of the Register's Office of Davidson County, Tennessee; the part hereby conveyed being:

Unit No. 1048 on the said section plat together with the carport designated number 1048, a family unit type No. A, as shown in and described by the Master Deed establishing Horizontal Property Regime with respect to Heritage Village Condominium, including the Plan and the Administrative By-Laws thereunto attached and exhibited, recorded in Book 4758, page 179, of the Register's Office of Davidson County, Tennessee, as amended in Book 4808, page 829, of the Register's Office of Davidson County, and as further amended in Book 5102, page 383, Register's Office of Davidson County, Tennessee.

TOGETHER WITH each and all of the rights, privileges, and appurtenances thereunto belonging, as set forth in the said Master Deed, Plan and Administrative By-Laws, including without limitation such unit's undivided percentage interest in the land and general common elements.

SUBJECT, HOWEVER, TO ALL of the provisions, conditions, restrictions, options, burdens, and undertakings contained in the Master Deed, the Plan and Administrative By-Laws thereunto attached and to the rules and regulations, 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.

Send tax bills to:
Mr. and Mrs. Thomas E. Erwin
1048 Heritage Village Drive
Madison, Tennessee 37115

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto said parties of the second part, their heirs, and assigns in fee simple forever.

And 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 real estate; that he has a good right to sell and convey the same; that the same is unencumbered, except for (1) all provisions, including without limitation all conditions, covenants, restrictions, options, burdens, and undertakings contained in the aforesaid Master Deed, and any amendments thereof; (2) easements in favor of other unit owners; and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through or upon the said property and building thereon, or to serve some or all of the units therein; and (3) real estate taxes for the current year which have been pro rated and assumed by parties of the second part; and that the title and quiet possession thereto he will warrant and forever defend against the lawful claims of all persons.

Parties of the second part agree that, with no further consent from parties of the second part, party of the first part may amend said Master Deed pursuant to Paragraph Twenty-second thereof to add certain tracts of land to said Condominium as a part of said same Condominium. Any purchaser of condominium units constructed on tracts of land added to said Condominium pursuant to the amendment of said Master Deed shall 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 CONSIDERATION for this conveyance is as follows: Ten Dollars ($10.00) cash in hand paid, and other good and valuable considerations, receipt of all of which is hereby acknowledged.

IN WITNESS WHEREOF, party of the first part has executed this instrument the day and year first above written.

PARTY OF THE FIRST PART

DAVID L. POLLACK, TRUSTEE

PARTIES OF THE SECOND PART

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration, or value, whichever is greater for this transfer is $ 29,900.00.

AFFIANT

Sworn to and subscribed before me this 11th day of February, 19 77.

NOTARY PUBLIC

My Commission Expires: 12/5/79

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Virginia S. Crimmons, a Notary Public of the State and County aforesaid, personally appeared David L. Pollack, Trustee, with whom I am personally acquainted and who, upon oath, acknowledged that he executed the foregoing instrument for the purpose therein contained.

WITNESS MY HAND AND SEAL at office in Nashville, Tennessee, this 4th day of February, 1977.

Virginia S. Crimmons
NOTARY PUBLIC

My Commission Expires: 12/5/79

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STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Virginia S. Crimmons, a Notary Public in and for said County and State, Thomas E. Erwin and wife, Emojene H. Erwin, the within named 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 4th day of February, 19 77.

Virginia S. Crimmons
NOTARY PUBLIC

My Commission Expires: 12/5/79

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IDENTIF. REFERENCE

FEB 4 2 35 PM '77

REGISTER
DAVIDSON CO., TENN.

FEB-47	CONV	29,900.00			
FEB-47	STAX		6*	77.74	
FEB-47	PRTEE		6*	.50	
FEB-47	DEED		6*	10.00	* 88.24