BOOK 5124 PAGE 155

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BPW

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THIS INSTRUMENT PREPARED BY
THOMPSON and CRAWFORD
FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238

CONDOMINIUM UNIT DEED

THIS INDENTURE, Made and entered into this 1 Day of MARCH, 1977, by and between J. V. Edenfield and wife, Ann M. Edenfield, Party of the First Part, and Paul F. Hayes, Jr. and wife, Delores F. Hayes, Party of the Second Part,

W I T N E S S E T H:

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 party 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 Elmington Condominium tract as shown per Revised Plan of record in Plat Book 4300, Page 200, of the Register's Office of Davidson County, Tennessee, identified as follows:

Unit D-8 on said Plat as shown in and described by the Master Deed establishing horizontal property regime with respect to Elmington Condominium, including the Surveyors Plans and the Administrative By-laws the unto attached and exhibited, recorded in Book 4486, pages 553 - 566 of the Register's Office of Davidson County, Tennessee.

WHEREAS, Master Deed and By-Laws made applicable to Plan of record in Book 4300, page 200, by instrument of record in Book 4673, page 102, 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 same Master Deed, Surveyor Plans and Administrative By-laws, including limitations such units 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 Surveyors Plans and Administrative By-laws thereunto attached, and to the rules and regulations, all of which the purchaser does assume and agree to observe and perform, including but not limited to the payment of assessments.

Being the same property conveyed to J. V. Edenfield and wife, Ann M. Edenfield, by deed from Miller Kimbrough, Jr. and wife, Carolyn L. Kimbrough, of record in Book 4699, page 430, Register's Office for said County.

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 party 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 party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except for:

(1) 1977 Taxes to be prorated and assumed by Grantees.
(2) Easement, setback lines and Plan of Elmington Condominium of record in Book 4300, page 200, Register's Office for Davidson County, Tennessee.
(3) Terms and conditions of Master Deed and By-Laws of Elmington Condominium Association of record in Book 4486, page 547, Register's Office for Davidson County, Tennessee.
(4) The premises herein insured is a condominium apartment established pursuant to the provisions of the Tennessee "Horizontal Property Act" as the same is set out in Section 64-2701 et seq. of the Tennessee Code Annotated and is subject to the provisions and requirements thereof; and is subject to the By-Laws for the Administration thereof; also subject to easements, rights and interests 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 land or embracing the regime and buildings thereon and also including without limitations all conditions, covenants, restrictions, options, burdens, assessments, and other undertakings contained in the Master Deed and By-Laws (at page 553) of record in Book 4486, page 547, Register's Office for Davidson County, Tennessee.
(5) Master Deed and By-Laws made applicable to Plan of record in Book 4300, page 200, of record in Book 4673, page 102, Register's Office for Davidson County, Tennessee.
(6) Agreement of record in Book 4699, page 433, Register's Office for Davidson County, Tennessee.

THE CONSIDERATION for this conveyance is as follows:

Ten ($10.00) Dollars cash in hand paid, and other good and valuable considerations, receipt of all of which is hereby acknowledged.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this the 1 day of MARCH, 1977.

J. V. Edenfield

Mrs. Ann M. Edenfield

Ann M. Edenfield

BOOK 5124 PAGE 157

STATE OF FLORIDA)

COUNTY OF Lee)

Personally appeared before me, Giovanna P. Kane (Mrs.), a Notary Public in and for said County and State, the within named J. V. Edenfield and wife, Ann M. Edenfield, 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 Fort Myers, Florida, this 1st day of March, 1977.

Giovanna P. Kane
Notary Public

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC. 21 1980
BONDED THRU GENERAL INS. UNDERWRITERS

Send Tax Bills to:

Parcel No.
7DA-01819

Jed Fed. Sun + Loan
4th Ave + Union
Nash. Tenn

Buyer:
Paul F. Hayes, Jr. et ux
326 Edmington Ave
Nash. Tenn

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration of value, whichever is greater, for this transaction is $60,000.00.

Paul F. Hayes Jr
Affiant

Subscribed and sworn before me, this the 11 day of Mar, 1977.

Notary Public

My commission expires:
My Commission Expires August 16, 1979

D93567

IDENTIF. REFERENCE

FILED FOR RECORD
MAR 14 3 36 PM '77
FELIX A. CRAWFORD, JR. REGISTER
DAVIDSON COUNTY, TENN.

MAR 14	CONV	60,000.00			
MAR 14	S'TAX		B*	156.00	
MAR 14	PR'FEE		B*	.50	
MAR 14	W'DEED		B*	6.00	* 162.50