This instrument prepared by:
John W. Kelley, Jr.
Ortale, Kelley, Herbert & Crawford
23rd Floor, L & C Tower
Nashville, Tennessee 37219

Return to Home Federal
Closing Dept.
07-80,575-7

Address of New Owner	Send Tax Bills to:	Map Parcel No:
Jack C. Herndon, Jr.	Home Federal Savings	143-3A-6
6950 Highland Park Dr.	230 4th Avenue, North	9D-63440
Nashville, Tenn. 37205	Nashville, Tennessee	

BOOK 5129 PAGE 104

CONDOMINIUM UNIT DEED

This Indenture, made and entered into this 28th day of March, 1977, by and between F.H. PIERSON and wife, HELON H. PIERSON, parties of the first part and JACK CLARK HERNDON, JR., and wife, CYNTHIA EZELL HERNDON, parties of the second part,

WITNESSETH:

That for the consideration hereinafter expressed the said parties of the first part have bargained and sold and do 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:

Being Unit No. E-5 on the Plan of Harpeth Glen Condominium, Phase II, a plan of which is of record in Plat Book 4460, page 99, Register's Office for Davidson County, Tennessee, together with carport designated Number E-5, to which plan reference is here made for a more complete and accurate description.

Unit No. E-5 on the said section plat together with the carport designated number E-5, a family unit type No. 1, as shown in and described by the Master Deed Establishing Horizontal Property Regime with respect to Harpeth Glen Condominium, including the plan and the Administrative By-Laws thereunto attached and exhibited, recorded in Book 4546, page 658 of the Register's Office, as amended in Book 4630, page 504, of the 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;

Being the same property conveyed to F. H. Pierson and wife, Helon H. Pierson, by deed from Harpeth Glen Corp., as of record in Book 4635, page 387, said Register's Office.

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

And the said parties of the first part do hereby covenant with the said parties 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) 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 prorated and assumed by parties of the Second Part; and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.

Parties of the second part agree that, with no further consent Master Deed may be amended 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 conveyances 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, parties of the first part have caused this instrument to be executed the day and year first above written.

F. H. Pierson

Helen H. Pierson

D96034

IDENTIF. REFERENCE
MAR 29 3 22 PM '77
REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Douglas A. Brace, a Notary Public in and for the said County and State, F. H. Pierson and wife, Helen H. Pierson, 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 28 day of March, 1977.

NOTARY PUBLIC

DOUGLAS A. BRACE * NOTARY PUBLIC * DAVIDSON COUNTY, TN

My Commission expires: 4-23-78

MAR29 CONV 37,500.00
MAR29 S'TAX ********** 8* 97.50
MAR29 PR'FEE 8* .50
MAR29 W'DEED 8* 6.00 * 104.00

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The undersigned does hereby swear and confirm that the actual consideration or true value, whichever is greater, is $37,500.00.

X Jack M. Worsham Jr.

Subscribed and sworn to before me this 28 day of March, 1977.

Notary Public

DOUGLAS A. BRACE * NOTARY PUBLIC * DAVIDSON COUNTY, TN

My Commission expires: 4-23-78