BOOK 5229 PAGE 302

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

CONDOMINIUM UNIT DEED

To Be Assigned

THIS INDENTURE, made and entered into this 2nd day of December, 1977, by and between HARPETH GLEN CORP., a corporation organized and existing under the laws of the State of Tennessee, party of the first part, and THEOPHILUS IRA PITTS & Wife, NANCY LEE P. PITTS & Daughter, SUSAN LEE PITTS, parties 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 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 the Harpeth Trace Condominium tract as shown per plat incorporated by reference herein, of record in Plat Book 5050, page 47, in the Register's Office of Davidson County, Tennessee; the part hereby conveyed being:

Unit No. 137 as shown on said plat, and more fully described by the Master Deed establishing a Horizontal Property Regime with respect to Harpeth Trace Condominium, including the Plan and the Administrative By-Laws, covenants and restrictions thereunto attached and exhibited, recorded in Book 5116, page 751 in 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 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: Buyer
Unit 137 / Harpeth Trace Dr.
Nashville Tenn

SUBJECT, FURTHER, TO ALL the provisions, conditions, restrictions, burdens and undertakings contained in a certain Declaration of Covenants and Restrictions contained in the Charter of the Harpeth Trace Services Association of record in Book 5120, page 199, and to which further reference is made in Book 5120, page 918, Register's Office of Davidson County, Tennessee;

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

Said party of the first part does 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 the 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; (2) the provisions, restrictions and covenants contained in the aforementioned Charter and Declaration of Covenants and Restrictions of the Harpeth Trace Services Association; (3) 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 (4) real estate taxes for the current year which have been pro rated and assumed by parties of the Second Part. Party of the first part will warrant and forever defend the title and quiet possession of said property against the lawful claims of all persons.

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 caused this instrument to be executed by and through its duly authorized officers the day and year first above written.

PARTY OF THE FIRST PART

HARPETH GLEN CORP.

BY: _____, Pres.

ATTEST:

_____

PARTIES OF THE SECOND PART

_____

_____

_____

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration, or value, whichever is greater for this transfer is $ 61,000.00 .

_____
AFFIANT

Sworn to and subscribed before me this

2nd day of December, 19 77 .

_____
NOTARY PUBLIC

My Commission Expires: 7-22-81

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Virginia S. Crimmins, a Notary Public of the State and County aforesaid, personally appeared David L. Pollack and Frank Grace, Jr., with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the President and Assistant Secretary of Harpeth Glen Corp., the within named bargainor, a corporation, and that they as such President and Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as President and Assistant Secretary.

WITNESS MY HAND AND SEAL at office in Nashville, Tennessee, this 2nd day of December, 1977.

Virginia S. Crimmins
NOTARY PUBLIC

My Commission Expires:

12/5/79

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, V. L. Baldyga a Notary Public in and for said County and State, Theophilus Ira Pitts and Nancy Lee P. Pitts and Susan Lee Pitts, 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 2nd day of December, 19 77.

V. L. Baldyga
NOTARY PUBLIC

My Commission Expires:

7-22-81

E 3990 I

IDENTIF. REFERENCE

DEC 2 3 59 PM '77

FELIX Z. [illegible]
DAVIDSON [illegible]

DEC-27	CONV	61,000.00			
DEC-27	S'TAX		B*	158.60	
DEC-27	PR'FEE		B*	.50	
DEC-27	W'DEED		B*	10.00	* 169.10