This instrument prepared by:
SCHULMAN, PRIDE & LE ROY
P. O. BOX 2707
NASHVILLE, TENN. 37219

BOOK 5234 PAGE 276

WARRANTY DEED

Address New Owner(s) as Follows: Send Tax Bills To Map/Parcel Nos.

160-14A-2

Douglas E. McNeil and wife,
Frances B. McNeil
5649 Oaker Dr, Brentwood, Tenn. 37027

THIS CONVEYANCE, made the 12th day of December, 1977, by and between CONNELL E. HORN, hereinafter referred to as "Grantor," and DOUGLAS E. McNEIL and wife, FRANCES B. McNEIL, hereinafter referred to as the "Grantees."

W I T N E S S E T H:

THEREFORE, in consideration of the sum of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, and convey unto the Grantees, Douglas E. McNeil and wife, Frances B. McNeil, absolutely and in fee simple, the following-described property located in Davidson County, Tennessee.

Those certain premises comprising a portion of Highland Courts, said project having been established as a Horizontal Property Regime by Master Deed and Declaration and By-Laws dated the 30th day of April, 1976, and recorded in the Register's Office for Davidson County, Tennessee, in Book 5024, Page 549, and said premises being more particularly described as follows:

Building Site Labeled 2 of said project as shown on the Plan recorded in Book 4860, Page 101, Register's Office for Davidson County, Tennessee, excepting and reserving any portion of the common elements lying within said Building

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 74,000.00

Affiant

Subscribed and sworn to before me, this the 12 day of DECEMBER, 1977.

COMMISSION EXPIRES: July 30, 1978 NOTARY PUBLIC:

Site and easements through said Building Site appurtenant to the common elements and other Building Sites, all as set forth in the Declaration, and an undivided 6 1/4% interest to the Building Sites in all common elements of said project as described in said Declaration including the land described below:

> A parcel of land in the Sixth Civil District of Davidson County, Tennessee, being more particularly described as follows:
>
> Beginning at a point in the west margin of Oakes Drive, said point being the south corner of Parcel M of Highlands of Brentwood; thence southerly along the west margin of said Oakes Drive as follows: South 2° 52' West, 674.67 feet to a point; southerly 255.83 feet with a curve to the right, having a radius of 1,204.49 feet to a point; southwesterly 40.3 feet with a curve to the right, having a radius of 25 feet to a point in the north margin of Fox Ridge Drive; thence westerly 132.32 feet with said street margin and a curve to the right having a radius of 259.20 feet to a point; thence North 43° 17' West, 41.56 feet to a point in said street margin, said point being the southeast corner of Parcel K of the Highlands of Brentwood; thence North 2° 52' East, 854.83 feet with the east line of said Parcel K and the east line of Parcel L of the Highlands of Brentwood to a point at the southwest corner of Parcel M of the Highlands of Brentwood; thence South 87° 08' East, 202.0 feet to the point of beginning. Containing 4.20 acres, more or less.
>
> BEING part of the same property conveyed to Connell E. Horn by Deed from Lewis D. Pride, Trustee, of record in Book 5161, Page 905-909, Register's Office for Davidson County, Tennessee.

Said conveyance shall include the right of ingress and egress from said property and the right to use, for proper purposes in common with the Grantor, his successors and assigns, and all other occupants from time to time, any and all portions of the project designated by statute and the Declaration as common elements.

Said conveyance shall be subject to the following reservations, restrictions on use and covenants and obligations as set forth in the Master Deed and Declaration dated the 30th day of April, 1976, and of record in the Register's Office for Davidson County, Tennessee, in Book 5024, Page 549, and as set forth in the By-Laws of the Association of Owners attached

thereto, and as it may be amended from time to time, said By-Laws to be filed with the Board of Directors of said Association, all of which restrictions, payment of charges, and other covenants, agreements, obligations, conditions, and provisions are incorporated in this deed by reference, and shall constitute covenants running with the land, equitable servitude and liens to the extent set forth in said documents and as provided by law, and all of which are accepted by the Grantees as binding and to be binding upon the Grantees and their successors, heirs, administrators, or executors and assigns or the heirs and assigns of the survivor of them as the case may be.

TO HAVE AND TO HOLD the same with all improvements, tenements, rights, easements, privileges, and appurtenances thereto, belonging or otherwise appertaining to be held or enjoyed therewith unto the Grantees and their heirs, administrators, executors, and assigns, or heirs and assigns of the survivor of them as the case may be, subject as aforesaid forever.

And Grantor hereby for himself and his successors and assigns, covenants and agrees with the Grantees as hereinabove described, that the Grantor is lawfully seized in fee simple of the property herein conveyed; that he has good right to sell and convey the same in the amount set forth herein; and that said property herein conveyed is free of all encumbrances, except for taxes for 1977, and the Grantor, his successors and assigns shall warrant and defend the same to the Grantees as hereinabove described forever, against the lawful claims and demands of all persons, except as aforesaid.

Grantees in consideration of the foregoing conveyance hereby covenant and agree with the Grantor and the Grantees assume and agree to pay the prorata share as set forth in the Declaration, of the balance due under the assessment as and when the assessments fall due and will hold the Grantor, his successors and assigns harmless and will indemnify them against

all claims and demands whatsoever which shall hereafter arise from or in connection with said assessment.

IN WITNESS WHEREOF, the Grantor and the Grantees have caused this conveyance to be executed on the day and date first above written in Nashville, Tennessee.

Connell E. Horn

Connell E. Horn

GRANTEE

Douglas E. McNeil

Douglas E. McNeil

Frances B. McNeil

Frances B. McNeil

GRANTEES

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, James F. McClure Sr., a Notary Public in and for said County and State, the within-named Connell E. Horn, with whom I am personally acquainted and who, upon oath acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 12th day of December, 1977.

COMMISSION EXPIRES: July 30, 1978 NOTARY PUBLIC: James F. McClure Sr.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, James F. McClure Sr., a Notary Public in and for said County and State, the within-named Douglas E. McNeil and wife, Frances B. McNeil, with whom I am personally acquainted, and who, upon oath acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 12TH day of DECEMBER, 1977.

COMMISSION EXPIRES: July 30, 1978 NOTARY PUBLIC: James F. McClure Sr.

0016F	CONV	71,000.00		
0016F	S'TAX		3% 14.60	
0016F	PR'FEE		3% .50	
0016F	W'DEED		3% 10.00	* 195.10

RECEIVED FOR RECORD
DAVIDSON COUNTY, TENN.
DEC 16 3 33 PM '77
FELIX Z. WILSON II REGISTER

IDENTIF. REFERENCE!

RECEIPT 4 2 1 9 3.

Return to: Douglas E. McNeil
5649 Oakes Run
Brentwood, Tenn.
37027