BOOK 5243 PAGE 409

112576

GEORGETOWN OF NASHVILLE
UNIT WARRANTY DEED

FROM: GEORGETOWN OF NASHVILLE LIMITED PARTNERSHIP
TO:

Ralph R. Smith and wife, Mildred Ruth Smith

THIS INSTRUMENT PREPARED BY:
A. Harrison Johnson, Jr.
First American Center
Nashville, Tennessee 37238

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ralph R. Smith	Fidelity Federal	Map 131-1-D
(NAME)	(NAME)	
5025 Hillsboro Rd. #17H	401 Union St.	Par. 138
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37215	37219 Nashville, Tenn.	
(CITY) (STATE) (P.O. ZIP)	(CITY) (STATE) (ZIP)	

STATE OF TENNESSEE
COUNTY OF DAVIDSON } ss.:

The actual consideration or value, whichever is greater, for this transfer is $ 31,500.00

Subscribed and sworn to before me, this the 13 day of Jan., 19 78

Ralph R Smith
Affiant

My commission expires: 4-17-80
(Affix seal)

Notary Public

(FOR REGISTER'S USE)

FOR AND IN CONSIDERATION of the sum of Thirty-One Thousand Five Hundred and 00/100 DOLLARS and other good and valuable considerations, cash in hand paid by Ralph R. Smith and wife, Mildred Ruth Smith

(the "Grantee" herein), the receipt whereof is hereby acknowledged, the undersigned, GEORGETOWN OF NASHVILLE LIMITED PARTNERSHIP, an Illinois limited partnership, acting by and through its General Partner, 5025 Hillsboro, Inc. (the "Grantor" herein) has bargained and sold, and by these presents does transfer and convey unto the said Ralph R. Smith and wife, Mildred Ruth Smith, their

heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

Being Unit No. 138 as shown on the Plat of Georgetown Apartments, a condominium, of record in Book 5200, page 4, Register's Office for Davidson County, Tennessee, together with an undivided .410 % interest in the common elements of 5025 Hillsboro Homeowners' Association, as described in Book 5211, page 325, et seq., said Register's Office. Said Unit is also known as Apartment No. 17H.

Being part of the same property conveyed to Georgetown of Nashville Limited Partnership by deed from 109 Corporation, of record in Book 5208, page 421, said Register's Office.

As part of the consideration for this transfer, Grantee agrees to be bound by the terms, covenants, and restrictions set forth in Master Deed for 5025 Hillsboro Homeowner's Association, of record in Book 5211, page 325, and its attendant By-Laws of record in Book 5211, page 345, respectively, in said Register's Office.

Grantor does hereby transfer and sell unto Grantee all fixtures and appliances which might be owned by Grantor and located in the said Unit, including range and refrigerator.

Grantee does hereby transfer, sell and assign unto Grantor all of his/her right, title and interest in and to any occupancy lease which might affect such Unit. In the event that Grantee does have such an interest Grantor has this date paid Grantee a cash consideration for such leasehold interest in the Unit.

This conveyance is given subject to the terms, covenants and conditions of a certain "Real Estate Sale Contract" by and between Grantor and Grantee wherein Grantor agreed to sell the Unit and Grantee agreed to purchase the Unit; a copy is available for examination at the office of Grantor at 5025 Hillsboro Road, Nashville, Tennessee, 37215. Such "Real Estate Sale Contract" is incorporated by reference as if fully copied herein.

Further, this conveyance is given subject to;

1. 1978 taxes, which have been prorated and adjusted as of the date hereof.

2. The terms and conditions of the Horizontal Property Act of Tennessee, and the above Master Deed and By-Laws.

3. Matters shown on Condominium Plat referred to above, together with easement for sanitary sewers and/or storm drainage improvement which were granted the Metropolitan Government of Nashville and Davidson County, Tennessee, by instrument of record in Book 4308, page 575, Register's Office for said County.

This is improved ( )property, known as 5025 Hillsboro Rd.,Nashville,Tenn.37215
(Number) (Street) P.O. Address (City) (Zip)

TO HAVE AND TO HOLD the said Unit and undivided interest with the appurtenances, estate, title and interest thereto belonging to the said Ralph R.Smith & wife,Mildred Ruth Smith heirs and assigns, forever.

And Grantor does covenant with the said ~~Ruth Smith~~ Ralph R. Smith and wife, Mildred that it is lawfully seized and possessed of said Unit and undivided interest in fee simple; has a good right to convey it, and the same is unencumbered, except as herein set forth.

And Grantor does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to the said Unit and undivided interest to the said Ralph R.Smith & wife,Mildred Ruth Smith, their heirs and assigns against the lawful claims of all persons whomsoever.

WITNESS the Grantor's signature this 13 day of Jan. , 1978

GEORGETOWN OF NASHVILLE LIMITED PARTNERSHIP

BY: 5025 Hillsboro, Inc. (General Partner)

By: Bruce E. Kinney
Vice-President

ATTEST: Carol Gordon

STATE OF Illinois
COUNTY OF Cook } ss.:

Before me, the undersigned Notary Public for said County and State, personally appeared Bruce E. Kinney with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice President of 5025 Hillsboro, Inc., the general partner of GEORGETOWN OF NASHVILLE LIMITED PARTNERSHIP, the within bargainor, an Illinois limited partnership, and who acknowledged himself to be authorized to execute the foregoing instrument as Vice President of the said general partner, and acknowledged that he, as such Vice President, executed the foregoing instrument on behalf of GEORGETOWN OF NASHVILLE LIMITED PARTNERSHIP, as the free act and deed of GEORGETOWN OF NASHVILLE LIMITED PARTNERSHIP, for the purpose therein contained, by signing the name of said corporation on behalf of GEORGETOWN OF NASHVILLE LIMITED PARTNERSHIP, as general partner, by himself as Vice President

WITNESS my hand and seal, at office in Chicago, Illinois, this 13 day of Jan. , 1978.

Genevieve Coots
NOTARY PUBLIC FOR Cook COUNTY, Il.

MY COMMISSION EXPIRES:

9-20-81

E46193

IDENTIF. REFERENCE

JAN 16 10 27 AM '78 FELIX Z. DAVIDSON

JAN 16 78	CONV	31,500.00				
JAN 16 78	S'TAX		8*	81.90		
JAN 16 78	PR'FEE		8*	.50		
JAN 16 78	W'DEED		8*	4.00	*	86.40