To be assp. 3/21/78

This instrument prepared by:
[illegible]
P. O. Box [illegible]
Nashville, Tenn. 37205

BOOK 5264 PAGE 500

WARRANTY DEED

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

Connell E. Horn
783 Old Hickory Boulevard
Brentwood, Tennessee 37027

THIS CONVEYANCE, made the 16th day of March, 1978, by and between W. WAYNE LeROY, TRUSTEE, hereinafter referred to as "Grantor," and CONNELL E. HORN, hereinafter referred to as the "Grantee."

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 Grantee, Connell E. Horn, 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 Sites Labeled 1 and 3 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 $ 19,000.00.

W. Wayne LeRoy, Trustee
Affiant

Subscribed and sworn to before me, this the 16th day of March, 1978.

COMMISSION EXPIRES: 5-1-82 NOTARY PUBLIC: [illegible]

NOTARY PUBLIC DAVIDSON CO.

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 12 1/2% interest appurtenant 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 south-east 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 Lewis D. Pride, Trustee, by Deed from William N. Dearborn, Trustee; William D. Hail, individually; and William D. Hail, Trustee, of record in Book 4705, Page 338, Register's Office for Davidson County, Tennessee. The said W. Wayne LeRoy having been appointed as Substitute Trustee to Lewis D. Pride, Trustee, by instrument of record in Book _____, Page _____, 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 ByLaws of the Association of Owners attached thereto, and as it may be amended from time to time, said ByLaws 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 Grantee as binding and to be binding upon the Grantee and his 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 Grantee and his 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 Grantee 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 1978, and the Grantor, his successors and assigns shall warrant and defend the same to the Grantee as

hereinabove described forever, against the lawful claims and demands of all persons, except as aforesaid.

Grantee in consideration of the foregoing conveyance hereby covenants and agrees with the Grantor and the Grantee assumes and agrees 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 Grantee have caused this conveyance to be executed on the day and date first above written in Nashville, Tennessee.

W. Wayne LeRoy, Trustee
Grantor

Connell E. Horn
Grantee

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within-named W. Wayne LeRoy, Trustee, 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 16th day of March, 1978.

COMMISSION EXPIRES: 8-12-80 NOTARY PUBLIC: [illegible]

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STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, [illegible], 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 16th day of March, 1978.

COMMISSION EXPIRES: [illegible] NOTARY PUBLIC: [illegible]

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

E 5 5 7 1 7

IDENTIF. REFERENCE

MAR 21 2 37 PM '78

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

MAR21 78	CONV	19,000.00			
MAR21 78	S'TAX		B*	49.40	
MAR21 78	PR'FEE		B*	.50	
MAR21 78	W'DEED		B*	10.00	* 59.90