THIS INSTRUMENT PREPARED BY: [illegible], Attorney at Law
223 Madison Street
Madison, TN 37115

12-11-A
Pa-V 112v

CONDOMINIUM UNIT DEED

[illegible]

THIS INDENTURE, made and entered into this 11th day of May, 1978, by and between HERBERT R. PAINE, JR., and wife, RUTH F. PAINE, party of the first part, and THOMAS E. ERWIN and wife, EMOJENE H. ERWIN, parties of the second part,

W I T N E S S E T H:

That for and in 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 Heritage Village Condominium tract as shown per plat made Exhibit One hereto of record in Plat Book 4715, page 59, of the Register's Office for Davidson County, Tennessee; the part hereby conveyed being:

Unit No. 1011 on the said section plat together with the carport designated number 1011, a family unit type No. _____, as shown in and described by the Master Deed establishing Horizontal Property Regime with respect to Heritage Village Condominium, including the Plan and the Administrative By-Laws thereunto attached and exhibited, recorded in Book 4758, page 179, of the Register's Office of Davidson County, Tennessee, as amended in Book 4808, page 829, of the Register's Office for Davidson County.

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;

SEND TAX BILLS TO:

Mr. & Mrs. Thomas E. Erwin
1011 Heritage Village Drive
Madison, Tennessee 37115

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto 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 they are lawfully seized in fee of the aforedescribed real estate; that they have 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 of all of the units therein; and (3) real estate taxes for the current year which have been pro rated and assumed by the parties of the second part; and that the title and quiet possession thereto they will warrant and forever defend against the lawful claims of all persons.

Herbert R. Paine Jr.
HERBERT R. PAINE, JR.

Ruth F. Paine
RUTH F. PAINE

STATE OF TENNESSEE:

COUNTY OF DAVIDSON:

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared HERBERT R. PAINE, JR. and wife, RUTH F. PAINE, within 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 this the 11th day of May, 1978.

Ruth H. Burton
Notary Public

RUTH H. BURTON NOTARY PUBLIC DAVIDSON COUNTY TENN.

My commission expires: 4-18-82

3516285 PAGE 046

STATE OF TENNESSEE:

COUNTY OF DAVIDSON:

The actual consideration or value, whichever is greater for this transfer is $40,252.00.

Affiant

Sworn to and subscribed before me

this 11th day of May, 1978.

Notary Public

My commission expires: 4-18-82

5654482

IDENTIFICATION

MAY 15 3 04 PM '78

40,252.00

1.50

6.00 * 111.28