This instrument was prepared by
BASS, BERRY & SIMS
First American Center
Nashville, Tennessee 37238

BOOK 5333 PAGE 790

# WARRANTY DEED

| Address New Owner(s) As Follows | Send Tax Bills To | Map-Parcel Numbers |
|---|---|---|
| E. B. Smith, Jr. | Same | 103-16-A |
| (Name) | (Name) | |
| 201 Woodland Street | | Parcel 17 |
| (Address) | | |
| Nashville, Tennessee 37213 | | |
| (City) (State) (Zone) | | |

FOR AND IN CONSIDERATION of the sum of TEN ($10.00) DOLLARS, and other good and valuable consideration, receipt of all of which is hereby acknowledged, THE ROKEBY CORPORATION (hereinafter called "ROKEBY") has this day bargained and sold, and does hereby transfer and convey unto E. B. Smith, Jr., (hereinafter called "Grantee," whether this deed shall be executed in favor of one or more persons), certain real estate in Davidson County, Tennessee, as follows:

Unit No. 1006 of ROKEBY, a Condominium or horizontal property regime established by Master Deed of record in Book 4829, page 138, Register's Office for Davidson County, Tennessee, as amended in Book 4983, page 98, and Book 5096, page 409, said Register's Office; and shown on a "2nd Revised Plan" of record in Book 5050, page 16, said Register's Office. The said Unit is more fully depicted on the Plan of the 10th Floor of ROKEBY of record in Book 5060, page 106, said Register's Office.

Together with each and all of the rights, privileges, and appurtenances thereunto belonging, as set forth in the said Master Deed and By-Laws, including without limitation such Unit's undivided percentage interest in the land and common elements, and its interest in any appurtenant limited common elements shown on the said Plan of record in Book 5060, page 106, said Register's Office. Parking Space No. 42 shown on the said "2nd Revised Plan" of record in Book 5050, page 16, said Register's Office, is expressly assigned as a limited common element to said Unit.

Subject, however, to all of the provisions, conditions, restrictions, burdens and undertakings contained in the said Master Deed, the Plan, as amended, and the By-Laws, all of which the Grantee does assume and agree to observe and perform, including, but not limited to, the payment of assessments.

Being part of the same property conveyed to W. Reed Capps & Partners, Inc. by deed from Theodore H. Pailet, Trustee, of record in Book 4784, page 717, said Register's Office, said W. Reed Capps & Partners, Inc. now being known as The Rokeby Corporation by Amendment to Charter of record in Book 5042, page 936, said Register's Office.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining to the said Grantee, his heirs and assigns, in fee simple forever.

AND ROKEBY does hereby covenant with Grantee that it is lawfully seized and possessed of the aforesaid real estate in fee simple; that it has a good right to sell and convey the same; and that the same is unencumbered, except for (1) all provisions, including without limitation all conditions, covenants, restrictions, burdens, and undertakings contained in the said Plan, Master Deed, By-Laws, and any amendments thereto; (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 to serve some or all of the units therein; and (3) real estate taxes and assessments for the current year, which shall be prorated and assumed by Grantee.

AND ROKEBY further covenants and binds itself, its successors and assigns to warrant and forever defend the title to said real estate against the lawful claims of all persons.

IN WITNESS WHEREOF, ROKEBY has caused its name to be signed hereto by its duly authorized officer on this 31st day of August, 1978.

THE ROKEBY CORPORATION

By David R. Emmons

its Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $101,550.00.

E. B. Craft Jr.
Affiant

Subscribed and sworn to before me, this the 31st day of August, 1978.

Anne N. Sanders
Notary Public

My Commission Expires:
July 18, 1982

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Marion M. Liles, a Notary Public of the State and County aforesaid, personally appeared DAVID R. EMERY, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice President-Secretary of The Rokeby Corporation, the within-named bargainor, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal, at office at Nashville, Tennessee, this 31st day of August, 1978.

Marion M. Liles
Notary Public

My Commission Expires:
My Commission Expires Sept. 13, 1981

IDENTIF. REFERENCE

SEP 5 2 17 PM '78
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

E 86853

| | | | | | |
|---|---|---|---|---|---|
| SEP-5-78 | CONV | 90,000.00 | | | |
| SEP-5-78 | CONV | 11,550.00 | | | |
| SEP-5-78 | S'TAX | | B* | 263.90 | |
| SEP-5-78 | PR'FEE | -3- | B* | .50 | |
| SEP-5-78 | W'DEED | | B* | 6.00 | * 270.40 |