This instrument prepared by:
Mail
Waller Lansden Dortch & Davis, Attorneys
21st Floor, One Commerce Place
Nashville, Tennessee 37239

BOOK 5348 PAGE 719

WARRANTY DEED

Address New Owner as Follows:	Send Tax Bills To:	Map-Parcel Nos.
Louise L. Bise Royal Oaks Towers Apartment 32-W Nashville, Tennessee 37205	Same	116-3-A 41 and 6

THIS CONVEYANCE, made the 2nd day of October, 1978, by and between JAMES R. LOVE, and wife, JEAN EWING LOVE, hereinafter referred to as "Grantor" and LOUISE L. BISE, hereinafter referred to as "Grantee",

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee, absolutely and in fee simple, the following described property located in Davidson County, Tennessee:

Those certain premises comprising a portion of Royal Oaks Towers, said project having been established as a Horizontal Property Regime by Master Deed and Declaration and Bylaws dated the 22nd day of May, 1973, and recorded in the Register's Office for Davidson County, Tennessee, in Book 4710, page 901, and said premises being more particularly described as follows:

Unit Labeled Apartment 32-W and Parking Space #6 of said project as shown on the plan recorded in Book 4460, page 189, Register's Office for Davidson County, Tennessee, excepting and reserving any portion of the common elements lying within said unit and easements through said unit appurtenant to the common elements and other units, all as set forth in the Declaration, and an undivided 2.23305% interest appurtenant to the unit in all common elements of said project as described in said Declaration including the building and land described below:

A parcel of land in the 7th Civil District of Nashville, Davidson County, Tennessee, bounded on the east by Woodmont Boulevard and being south of Harding Road, and being Lot No. 3 on the Plat of Royal Oaks, of record in Book 4300, page 201, Register's Office for said County, more particularly described as follows:

Beginning at a point in the westerly margin of Woodmont Boulevard, South 39° 07' East, 381.7 feet from the south margin of Harding Road, said point being the southeast corner of Lot 5; thence South 39° 07' East along the west margin of Woodmont Boulevard, 66.6 feet to a point and the northeast corner of Mrs. Adele Morrissey's property, as of record in Book 888, page 2, Register's Office for Davidson County; thence South 51° 13' West, 175.7 feet along the northerly property line of Morrissey to a point; thence South 36° 57' East, 192.7 feet to a point, being a common corner with Lot No. 2; thence along a common line with Lots Nos. 2, 3, 4 and 5, the following calls: South 50° 33' West, 68.2 feet to a point; North 36° 57' West, 43.4 feet to a point; South 53° 03' West, 27.0 feet to a point; South 16° 33' West, 60.0 feet to a point; South 50° 33' West, 81.0 feet to a point; South 76° 00' West, 80.0 feet to a point; North 55° 38' West, 70.6 feet to a point; North 41° 48' West, 69.3 feet to a point; North 20° 00' East, 39.7 feet to a point; North 41° 48' West, 60.0 feet to a point; North 48° 12' East, 299.3 feet to a point; South 36° 57' East, 15.7 feet to a point; North 51° 13' East, 173.2 feet to the point of beginning, containing 2.041 acres, more or less.

A perpetual easement for ingress and egress for normal vehicular and pedestrian traffic upon that parcel of ground designated "easement for driveway" upon the recorded plan of Royal Oaks, of record in Book 4300, page 201, Register's Office for Davidson County, which proceeds in a southeasterly direction from Harding Road to said lot 3 and around the westerly and southerly side of the same, said driveway being located between lots 1 and 4 and between lots 1 and 3 on said plan. This easement is in common with the owners of lots 1, 2 and 4 on said plan, and with all persons claiming by, through, or under Charles F. Alexander, Trustee, and each of said owners and their respective heirs, successors and assigns, provided that Royal Oaks Limited, a Texas Limited Partnership, grantor under the Warranty Deed of record in Book 4668, page 986, Register's Office for Davidson County, Tennessee, its successors and assigns shall be responsible for the maintenance of this driveway. This grant of said easement is expressly subject to a Deed of Trust from said Royal Oaks, Limited, a Texas Limited Partnership, to Dwight Webb, Jr., Trustee, dated April 14, 1970, and of record in Book 4410, page 595, said Register's Office, securing an indebtedness described therein in favor of Massachusetts Mutual Life Insurance Company.

Being the same property conveyed to James R. Love under the provisions and terms of the will of Rachel Howell Love, of record in Will Book 123, page 235, Probate Court Clerk's Office, Davidson County, Tennessee, and being the same property conveyed to Rachel Howell Love by deed from Charles F. Alexander, Trustee, of record in Book 4737, page 596, 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 all other occupants from time to time, any and all portions of the project designated by statute and by 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 22nd day of May, 1973, and of record in the Register's Office for Davidson County, Tennessee, Book 4710, page 901, and as set forth in the Bylaws of the Association of the 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 constitute 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, her heirs, administrators or executors and assigns.

TO HAVE AND TO HOLD the same with all improvements, tenements, rights, easements, privileges and appurtenances thereto, belonging or otherwise appertaining or held or enjoyed therewith unto the Grantee, her heirs, administrators, executors and assigns, subject as aforesaid forever.

And Grantor hereby for themselves, their heirs and assigns, covenant and agree with the Grantee as hereinabove described, that the Grantor is lawfully seized in fee simple of the property

herein conveyed; that they have 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 as may be noted herein, and the Grantor, their heirs 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, said land herein described being subject to any easements for driveways as shown on the plat of record in the Register's Office for Davidson County, Tennessee, Book 4460, page 189.

Grantee, in consideration of the foregoing conveyance, hereby covenants and agrees with the Grantor, and the Grantee assumes and agrees to pay the pro rata 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, their heirs 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 executed this conveyance as of the day and date first above written in Nashville, Tennessee.

GRANTOR

James R. Love

JAMES R. LOVE

Jean Ewing Love

JEAN EWING LOVE

GRANTEE

Louise L Bise

LOUISE L. BISE

E 93442

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IDENTIF. REFERENCE

STATE OF TENNESSEE

COUNTY OF Maury

OCT 10 3 27 PM '78

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

Personally appeared before me, Helen K. Petty, a Notary Public in and for said County and State, the within named James R. Love and Jean Ewing Love, the bargainors, 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 Columbia, Tennessee, this 3rd day of October, 1978.

Helen K. Petty
Notary Public

My commission expires: 7-19-82

OCT 10 CONV * * * 69,500.00
OCT 10 S'TAX B* 130.70
OCT 10 PR'FEE B* .50
OCT 10 W'DEED B* 10.00 * 191.20

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Jeanne P. Zerfoss, a Notary Public in and for said County and State, the within named Louise L. Bise, the bargainor, with whom I am personally acquainted and who, upon oath, acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 6th day of October, 1978.

Jeanne P. Zerfoss
Notary Public

My commission expires:

* * *

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ Maury

The actual consideration or value, whichever is greater, for this transfer is $69,500.00.

James K. Love

Subscribed and sworn to before me, this 3rd day of October, 1978.

Helen K. Petty
Affiant

My commission expires: 7-19-82