R 511713-1

FROM:

JAMES D. GILMORE

TO:

JAMES D. DEAN AND WIFE,
ELIZABETH B. DEAN

For draftsman's use

PREPARED BY:
CHAMBERS JOHNSON BROOKS & BECKNER
First American Center, 12th Floor
Nashville, Tennessee 37238

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James D. Dean et ux. (NAME)	Fidelity Federal Savings & Loan Assn. (NAME)	Map 142-8-B
910 Holly Forest (STREET ADDRESS OR ROUTE NUMBER)	401 Union Street (STREET ADDRESS)	Parcel 81
Nashville, Tennessee 37221 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37219 (CITY) (STATE) (ZIP)	Field Book No. 09D-02275

(FOR REGISTER'S USE)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$49,500.00****** James D. Dean
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8th DAY OF March 1979

Notary Public

MY COMMISSION EXPIRES: September 21, 1981

(AFFIX SEAL)

CONDOMINIUM UNIT DEED

THIS INDENTURE, made and entered into this 8th day of March, 1979, by and between JAMES D. GILMORE, the Grantor, and JAMES D. DEAN AND WIFE, ELIZABETH B. DEAN, their heirs and assigns, the Grantees,

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of FORTY-NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($49,500.00), cash in hand paid, receipt of which is hereby acknowledged, GRANTOR has bargained and sold and does hereby bargain, sell, convey, and confirm unto GRANTEES, their heirs and assigns, the following described property, situated and being in Nashville, Davidson County, Tennessee:

BEING part of Coronada, a Condominium, Phase III, as shown on the Plan of record in Book 5200, page 67, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

UNIT No. 81 on said Plan, being located at 910 Holly Forest, as established in the Master Deed of record in Book 4901, page 679, as amended in Book 5202, page 329, and Book 5306, page 241, and Bylaws of record in Book 4901, page 702, Register's Office for Davidson County, Tennessee, establishing a Horizontal Property Regime with respect to the Coronada Condominium Association, Inc.

BEING a part of the same property conveyed to James D. Gilmore by deed from Coronada Properties, a partnership, of record in Book 4901, page 198, Register's Office for Davidson County, Tennessee, and a part of the same property submitted to Coronada Condominium Association, Inc. from James D. Gilmore, Developer, by Master Deed of record in Book 4901, page 679, as amended in Book 5202, page 329, and Book 5306, page 241, and Bylaws of record in Book 4901, page 702, Register's Office for Davidson County, Tennessee.

TOGETHER WITH each and all of the rights, privileges, and appurtenances thereunto belonging, as set forth in the said Master Deed, as amended, and Bylaws, including without limitation such unit's undivided percentage interest in the common elements as described therein; and together with those limited common areas appurtenant to Unit No. 81 contained within extensions of the side lines of said unit, as shown on the Plan of record in Book 5200, page 67, Register's Office for Davidson County, Tennessee.

SUBJECT, HOWEVER, to all of the provisions, conditions, restrictions, options, burdens, and undertakings contained in the Plan, Master Deed, as amended, and Bylaws, and the Rules and Regulations, if any, all of which Grantees assume and agree to observe and perform, including but not limited to the payment of assessments which may be levied against such unit.

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

GRANTOR does hereby covenant with Grantees that he is lawfully seized in fee of the aforedescribed property; that he has a good right to sell and convey the same; and that the same is unencumbered, except as follows:

1. All provisions, including without limitation, all conditions, covenants, restrictions, options, burdens, and undertakings, contained in the Master Deed of record in Book 4901, page 679, as amended in Book 5202, page 329, and Book 5306, page 241, and Bylaws of record in Book 4901, page 702, and the Plan of record in Book 5200, page 67, Register's Office for Davidson County, Tennessee, and any and all amendments thereto.

2. Any and all easements in favor of other unit owners.

3. All sewer, water, electrical, telephone, or other utility easements now or hereafter established as provided in the Master Deed, as amended, and Bylaws, over, through, or upon any of the common elements or buildings thereon, whether to serve some or all of the common elements or to serve some or all of the units or unit owners thereon.

4. Real estate taxes for the current year, which have been prorated and assumed by Grantees.

5. The said Master Deed, as amended, and Bylaws are subject to amendment as set forth therein, and this conveyance is made subject to those rights of amendment. Any purchaser of condominium units constructed on tracts of land added to said condominium pursuant to amendments of said Master Deed may become members of the same condominium as Grantees and be subject to the same conditions and liabilities and have the same rights and privileges, including rights and privileges to common areas of Grantees.

GRANTOR further covenants and binds himself, his heirs and assigns, to warrant and forever defend the title to the said property to the said Grantees, their heirs and assigns, against the lawful claims of all persons whomsoever.

I, ELLA E. GILMORE, hereby join in this conveyance for the express purpose of waiving and releasing any dower, homestead, or like interests I may have in the above described property.

WITNESS our hands this 8th day of March, 1979.

JAMES D. GILMORE

Ella E. Gilmore

ELLA E. GILMORE

76-E 03/09 135.20- CHECK

STATE OF TENNESSEE]
]
COUNTY OF DAVIDSON]

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Personally appeared before me, Susan M. Pearson, a Notary Public within and for the State and County aforesaid, JAMES D. GILMORE and ELLA E. GILMORE, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office at Nashville, Tennessee, this 8th day of March, 1979.

Susan M. Pearson
NOTARY PUBLIC

My Commission Expires:
September 21, 1981

F. I. 7. 7. J. 3.

IDENTIF. REFERENCE

MAR 9 3 08 PM '79

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Trustee shall give notice of sale by public advertisement for the time and in the manner provided by applicable law, and Lender or Trustee shall mail a copy of the notice of sale to Borrower in the manner provided in paragraph 14 hereof. Trustee, without demand on Borrower, shall sell the Property at the time and under the terms designated in the notice of sale at public auction to the highest bidder. Lender or Lender's designee may purchase the property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto. If the Property is sold pursuant to this paragraph 18, Borrower, or any person holding possession of the Property through Borrower, shall immediately surrender possession of the Property to the purchaser at such sale. If possession is not surrendered, Borrower or such person shall be a tenant at will of such purchaser, shall be removable by process such as forceable and unlawful detainer, and hereby agrees to pay to such purchaser the reasonable rental value of the Property after sale.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums