807

BOOK 5416 PAGE 550

# WARRANTY DEED

FROM: Central Tennessee Investment Company, Inc.

TO: John H. Noel, III, Trustee

| Address New Owner(s) as follows: | Send Tax Bills to: | Map-Parcel No. |
|---|---|---|
| John H. Noel, III, Trustee<br>Third National Bank Bldg.<br>15th Floor<br>Nashville, TN 37219 | Central Tennessee<br>Investment Company, Inc.<br>2519 Lebanon Road<br>Nashville, TN 37214 | Map 129<br>Parcel 84 |

This instrument prepared by: DEARBORN & EWING, Attorneys, Suite 1200, One Commerce Place, Nashville, Tennessee 37219

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 76,865.00 .

Affiant

Subscribed and sworn to before me, this the 1st day of April, 19 79.

Notary Public

My Comm. Expires: 7-18-82

FOR AND IN CONSIDERATION of the sum of Seventy-Six Thousand Eight Hundred Sixty-Five and no/100 ---------- Dollars ($ 76,865.00 ) the receipt of which is hereby acknowledged, Central Tennessee Investment Company, Inc., hereinafter called "Grantor," has this day bargained and sold, and does hereby transfer and convey unto John H. Noel, III, Trustee with full power to sell, mortgage, encumber and convey , hereinafter called "Grantee", (whether one or more persons or entities) his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Apartment Unit No. 807 , of Wessex Towers Condominium created under Title 64, Sections 2701 et seq. as amended, Tennessee Code Annotated, and as established by a Master Deed, which was executed by Grantor, of record in Book 5414 , page 634 , Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the Common Elements appurtenant to said Unit as set forth in Exhibit A-1 of said Master Deed. Reference is hereby made to Exhibit A of said Master Deed for the source of title of Grantor and to the plat of Wessex Towers Condominium Apartments, of record in Book 5200 , page 142 , said Register's Office, for a more complete identification and description of such Unit.

This is improved property, known as Apartment No. 807 , Wessex Towers Condominium, 6666 Brookmont Terrace, Nashville, Tennessee 37205.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee his heirs and assigns, forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except:

1. Taxes for the year 1979, which have been prorated.

2. All terms and provisions of the Master Deed of record in Book 5414 , page 634 , Register's Office, Davidson County, Tennessee.

3. All terms and provisions of the Charter of Wessex Towers Condominium Association, Inc., of record in Corporation Book Volume 67, page 623, in the Office of the Secretary of the State of Tennessee, and in Book 5412, page 451, Register's Office, Davidson County, Tennessee, and the By-Laws and rules and regulations of said corporation.

4. Easements and restrictions as shown on the plat of Wessex Towers Condominium Apartments of record in Book 5200, page 142, Register's Office, Davidson County, Tennessee.

5. Such liens and other matters, if any, against which Grantee's title insurer commits to insure Grantee from loss as provided in the title insurance policy provided Grantee by Grantor.

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

Grantee by acceptance of this deed hereby joins in and accepts, and agrees to be bound by the foregoing instruments creating Wessex Towers Condominium and Wessex Towers Condominium Association, Inc. Said Grantee further agrees hereby to pay all assessments whether special or general which are levied by Wessex Towers Condominium Association, Inc. in connection with Wessex Towers Condominium.

Grantee, as part of the consideration for this conveyance, further agrees to pay all real property taxes assessed against the real property herein conveyed to Grantee on or before January 1 of each year following the year for which such taxes are assessed. Grantee agrees that if such taxes are not paid by said date, then Grantor may elect to pay such real property taxes, and in such event Grantor shall have the right to collect the amount of such taxes paid from Grantee plus interest from the date of such payment at the highest rate permitted to be charged under the laws of the State of Tennessee in effect from time to time, together with all costs of collection, including reasonable attorneys' fees. This convenant of Grantee shall be binding upon the heirs, successors and assigns of Grantee and shall be deemed to be a covenant running with the real property herein conveyed until January 1, 1990, at which time the covenant of Grantee contained in this paragraph shall automatically expire.

IN WITNESS WHEREOF, the parties have executed this instrument on this 27 day of APRIL, 1979.

CENTRAL TENNESSEE INVESTMENT COMPANY, INC.

BY: William M. Head
William M. Head, Vice President

"GRANTOR"

John H. Noel, III, Trustee

"GRANTEE(S)"

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Joseph H. Buhs, a Notary Public in and for said County and State, the within named John H. Noel, III, Trustee, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this the 1st day of APRIL, 1979.

Joseph H. Buhs
NOTARY PUBLIC

My Commission Expires: 7-18-82

JOSEPH H. BAKER NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Betty R. Powers, a Notary Public in and for the County and State aforesaid, personally appeared William M. Head, with whom I am personally acquainted, and who upon oath acknowledged himself to be Vice President of Central Tennessee Investment Company, Inc., the within named bargainor, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by William M. Head, as Vice President.

Witness my hand and seal, at office in Nashville, Tennessee, this the 1st day of April, 1979.

Betty R. Powers
NOTARY PUBLIC

My Commission Expires: 7-26-80

BETTY R. POWERS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

F. 2. 2. 5. 0. 2.

IDENTIF. REFERENCE

APR 6 9 16 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

**OFFICIAL RECEIPT**
**FELIX Z. WILSON, II**
**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

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RECEIVED OF _____

FOR _____

| | | |
|---|---|---|
| CO - CONVEYANCE | CC - CERTIFIED COPY | MS - MISCELLANEOUS |
| MO - MORTGAGE | MR - RELEASE | ST - STATE TAX CONVEY. |
| WD - WARRANTY DEED | UC - UNIFORM COMMERCIAL CODE | ST - STATE TAX MORT. |
| TD - TRUST & DEED | | PF - PROBATE FEES |

| DATE | SYMBOL | VALUATION | TAX AND FEES | TOTAL PAID |
|---|---|---|---|---|

76865.00- CO
199.94 CO TX
.50 PRFEE
6.00 WDEED
CHECK 206.44-
3953A04/06/79 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F.22502

IDENTIF. REFERENCE

APR 6 9 16 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

**No.** 675370