4138

04/06 119.00 CHECK

WARRANTY DEED BOOK 5417 PAGE 58

FROM: Central Tennessee Investment Company, Inc.

TO: Nine Mile Joint Venture

Address New Owner(s) as follows:	Send Tax Bills to:	Map-Parcel No.
Nine Mile Joint Venture 2519 Lebanon Road Nashville, TN 37214	Central Tennessee Investment Company, Inc. 2519 Lebanon Road Nashville, TN 37214	Map 129 Parcel 19

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 $43,270.00.

Affiant

Subscribed and sworn to before me, this the 5th day of April, 1979.

Notary Public

My Comm. Expires: 7-26-80

FOR AND IN CONSIDERATION of the sum of Forty-Three Thousand Two Hundred Seventy and 00/100----------Dollars ($ 43,270.00) 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 Nine Mile Joint Venture, 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. 212, 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. 212, 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.

212

3. All terms and provisions of the Charter of Wessex Towers Condominium Association, Inc., of record in Corporation Book Volume 67, page 1023, 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 1st day of April, 1979.

CENTRAL TENNESSEE INVESTMENT COMPANY, INC.

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

"GRANTOR"

NINE MILE JOINT VENTURE

BY:
Joint Venturer

"GRANTEE(S)"

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.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Betty R. Powers, a Notary Public in and for the County and State aforesaid, personally appeared Donald M. Matthys, with whom I am personally acquainted, and who upon oath acknowledged himself to be managing joint venturer of Nine Mile Joint Venture, the within named bargainor, and that he as such managing joint venturer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the joint venture by Donald M. Matthys as joint venturer.

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.

IDENTIF. REFERENCE

APR 6 12 48 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

F. 2 2 6. 4 1.

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

BOOK 5417 PAGE 61

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
			43270.00- CO	
			112.58 CO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	119.08-
4138A04/06/79			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 2 2 6 4 1.

IDENTIF. REFERENCE T

APR 6 12 42 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 675550