WARRANTY DEED

BOOK 5432 PAGE 70

FROM: Nine Mile Joint Venture

TO: William M. Dinker and wife, Evelyn M. Dinker

Address New Owner(s) as follows: Send Tax Bills to: Map-Parcel No.

William M. Dinker and wife,
Evelyn M. Dinker
6666 Brookmont Terrace,
Apt. Unit 904
Nashville, Tennessee 37205

Central Tennessee
Investment Company, Inc.
2519 Lebanon Road
Nashville, Tennessee 37214

Map 129
Parcel 99

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 $ 108,000.00.

William M. Dinker
Affiant

Subscribed and sworn to before me, this the 3rd day of May, 1979.

Sue B. Harding
Notary Public

My Comm. Expires: 5/13/80

FOR AND IN CONSIDERATION of the sum of One Hundred Eight Thousand and No/100---------- Dollars ($ 108,000.00 ) the receipt of which is hereby acknowledged, Nine Mile Joint Venture hereinafter called "Grantor," (whether one or more persons or entities) has this day bargained and sold, and does hereby transfer and convey unto William M. Dinker and wife, Evelyn M. Dinker, 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. 904 , 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.

Being the same property conveyed to Grantor by Deed from Central Tennessee Investment Company, Inc., of reocrd in Book 5416, page 810, Register's Office for Davidson County, Tennessee.

It is understood and agreed that Grantee will assume the indebtedness secured by Deed of Trust of record in Book 5416, page 814, Register's Office for Davidson County, Tennessee.

This is improved property, known as Apartment No. 904, 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 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.

6. The Deed of trust described above assumed by Grantee.

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 3rd day of May, 1979.

William M. Dinker

Evelyn M. Dinker

"GRANTEE(S)"

NINE MILE JOINT VENTURE

By:

"GRANTOR"

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Mary Anne Raby, a Notary Public in and for said County and State, the within named Donald M. Matthys, joint venturer of Nine Mile Joint Venture, 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 3rd day of May, 1979.

Mary Anne Raby
NOTARY PUBLIC

My Commission Expires: 10-18-81

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Sue B. Harding, a Notary Public in and for said County and State, the within named William M. Dinker and wife, Evelyn M. Dinker, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this the 3rd day of May, 1979.

Sue B. Harding
NOTARY PUBLIC

My Commission Expires: 5/13/80

F. 2 8 0 5. I.

IDENTIF. REFERENCE

MAY 7 3 16 PM '79

FELIX Z. WILSON TR REGISTER
DAVIDSON COUNTY, TENN.

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

BOOK 5432 PAGE 73

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 |
|---|---|---|---|---|
| | | | 108000.00- CO | |
| | | | 280.80 CO TX | |
| | | | .50 PRFEE | |
| | | | 6.00 WDEED | |
| | | | CHECK | 287.30- |
| 1119A05/07/79 | | | BAL | .00 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F.28051

T
IDENTIF. REFERENCE

MAY 7 3 16 PM '79

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

**No.** 682312