BASS, BERRY & SIMS ewb
2700 First American Center
Nashville, Tennessee 37238

LOAN#113872-5

2642 - 06/27 66.64- CHECK

# SPECIAL WARRANTY DEED

BOOK 5456 PAGE 796

| Address New Owner(s) As Follows | Send Tax Bills To | Map-Parcel Numbers |
|---|---|---|
| James R. Barnes | Fidelity Federal S & L | 133-11-A |
| (Name) | (Name) | |
| Canterbury Hall Condominium 500 Paragon Road | 401 Union Street | Par 102 Ts |
| (Address) | | |
| Nashville, Tennessee 37211 | Nashville, Tenn. 37219 | |
| (City) (State) (Zone) | | |

FOR AND IN CONSIDERATION OF THE SUM OF TEN ($10.00) DOLLARS, and other good and valuable consideration, receipt of all of which is hereby acknowledged, Canterbury Hall Associates (hereinafter called "Grantor"), a partnership composed of Kingsbury Enterprises, Inc., a Tennessee corporation; Chalamel Corporation, a Tennessee corporation; Chickering Development Company, a Tennessee corporation; and Jenson Corporation, a Tennessee corporation, has this day bargained and sold, and does hereby transfer and convey unto James R. Barnes, a single person (hereinafter called "Grantee" whether this deed shall be executed in favor of one or more persons), certain real estate in Davidson County, Tennessee, as follows:

Unit No. N-4 of Canterbury Hall Condominium, a condominium or horizontal property regime established by Master Deed of record in Book 5440, page 255, Register's Office for Davidson County, Tennessee, as amended by Amendment to Master Deed of record in Book 5441, page 819, said Register's Office, and shown on a Plan of record in Book 5200, page 159, said Register's Office.

Together with each and all of the rights, privileges, and appurtenances thereunto belonging, as set forth in the said Master Deed (and By-Laws which are an exhibit thereto), including without limitation such Unit's undivided percentage interest in the land and common elements reflected in said Master Deed and Plan.

Subject, however, to all of the provisions, conditions, restrictions, burdens and undertakings contained in the said Plan, Master Deed and By-Laws, all of which the Grantee does assume and agree to observe and perform, including, but not limited to, the payment of assessments.

BEING part of the same property conveyed to Canterbury Hall Associates, a partnership composed of Mark S. Richardson, Jr., and Joe D. Williams, by deed from Willie K. Davis, Trustee, with full power to bargain, sell, convey and/or encumber without the joinder of any beneficiary, of record in Book 5337, page 413, said Register's Office, the partnership interests of Mark S. Richardson, Jr., and Joe D. Williams having since been assigned to Kingsbury Enterprises, Inc., Chalamel Corporation, Chickering Development Company, and Jenson Corporation.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in anywise appertaining, to the said Grantee, his heirs and assigns, forever.

AND Grantor does hereby covenant with Grantee that it is lawfully seized and possessed of the aforesaid real estate in fee simple; that it has a good right to sell and convey the same; and that the same is unencumbered, except for (1) current real estate taxes; (2) easements,

covenants, restrictions, and building lines of record; (3) easements in favor of other Unit owners, and all sewer, water, electrical, telephone, and other utility easements now or hereafter established over, through or upon the said property as a whole, and the buildings thereon, to serve some or all of the Units therein; (4) applicable zoning and building laws or ordinances and the Horizontal Property Act of Tennessee; (5) all provisions of the Plan, Master Deed and By-Laws, and any amendments thereto; (6) any existing lease of the Unit known to Grantee; and (7) liens and other matters, if any, against which Grantee's title insurer commits to insure.

And Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said real estate against the lawful claims of all persons claiming under it.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this 18th day of June, 1979.

CANTERBURY HALL ASSOCIATES, a Partnership

By Chickering Development Company
a General Partner

By E Warren Bass
its President

F 37096

IDENTIFICATION

JUN 27 3 02 PM '79

FELIX A. ... REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 23,900.00.

Affiant

Subscribed and sworn to before me, this 26th day of June, 19 79.

My Commission Expires:

Notary Public

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned Notary Public of the State and County aforesaid, personally appeared E Warren Bass, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be president of Chickering Development Company, a corporation, a partner of the within-named bargainor, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as such officer.

WITNESS my hand and seal at office at Nashville, Tennessee, this 18th day of June, 1979.

Notary Public

My Commission Expires:

7-18-82

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

RECEIVED OF _____

FOR _____

BOOK 5456 PAGE 798

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|

23900.00- CO
62.14 CO TX
.50 PRFEE
4.00 WDEED
CHECK 66.64-
2642A06/27/79 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F-37096

IDENTIF. REFERENCE

JUN 27 3 02 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 693486