9888

01/25 102.84 CHECK

WARRANTY DEED BOOK 5560 PAGE 730

FROM: Evonne Christine England

TO: Fayrene L. Lloyd and husband, John L. Lloyd

| Address New Owner(s) as follows: | Send Tax Bills to: | Map-Parcel No. |
|---|---|---|
| Fayrene L. Lloyd<br>1301 Neely's Bend Road<br>Apartment No. B-11<br>Madison, Tennessee 37115 | same | Map 52<br>Parcel 11 |

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

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $35,950.00.

Fayrene L. Lloyd
Affiant

Subscribed and sworn to before me, this the 25th day of January, 1990.

Notary Public

My Comm. Expires: 1-30-90

FOR AND IN CONSIDERATION of the sum of Thirty-Five Thousand Nine Hundred Fifty and 00/100 Dollars ($35,950.00) the receipt of which is hereby acknowledged, Evonne Christine England, an unmarried person, hereinafter called "Grantor," has this day bargained and sold, and does hereby transfer and convey unto Fayrene L. Lloyd and husband, John L. Lloyd, hereinafter called "Grantee", (whether one or more persons or entities) their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Apartment Unit No. B-11, of Neely's Bend Condominium created under Title 64, Sections 2701 et seq. as amended, Tennessee Code Annotated, and as established by a Master Deed, of record in Book 5483, page 86, 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 the plat of Neely's Bend Condominium of record in Book 5200, page 200, said Register's Office, for a more complete identification and description of such Unit.

Being the same property conveyed to Evonne Christine England by deed from Central Tennessee Investment Company, Inc., of record in Book _____, page _____, 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 5485, page 664, Register's Office for Davidson County, Tennessee.

This is improved property, known as Apartment Unit No. B-11, Neely's Bend Condominium, 1301 Neely's Bend Road, Madison, Tennesse 37115.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said

Grantee, their heirs and assigns, forever. Grantor covenants that she 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 5483, page 86, Register's Office, Davidson County, Tennessee.

3. All terms and provisions of the Charter of Neely's Bend Condominium Association, Inc., of record in the Office of the Secretary of State of Tennessee under Document No. 00090 01074, in Book 5476, page 765, 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 Neely's Bend Condominium of record in Book 5200, page 200, 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. Rights of tenant under existing lease, if any.

7. The Deed of Trust described above assumed by Grantee.

Grantor further covenants and binds herself, her heris and assigns, to warrant and forever defend the title to said real estate to said Grantee her 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 Neely's Bend Condominium and Neely's Bend Condominium Association, Inc. Said Grantee further agrees hereby to pay all assessments whether special or general which are levied by Neely's Bend Condominium Association, Inc. in connection with Neely's Bend 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 Central Tennessee Investment Company, Inc. may elect to pay such real property taxes, and in such event Central Tennessee Investment Company, Inc. 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, 1999, 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 28 day of January, 1980.

Fayrene L. Lloyd

Fayrene L. Lloyd

John L. Lloyd

John L. Lloyd

"GRANTEE(S)"

Evonne Christine England

Evonne Christine England

"GRANTOR"

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Betty R. Powers, a Notary Public in and for said County and State, the within named Fayrene L. Lloyd and John L. Lloyd, 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 25th day of January, 1980.

Betty R. Powers
NOTARY PUBLIC

My Commission Expires: 7-26-80

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Betty R. Powers, a Notary Public in and for said County and State, the within named Evonne Christine England, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this the 25th day of January, 1980.

Betty R. Powers
NOTARY PUBLIC

My Commission Expires: 7-26-80

F 7 4 2 7 0

IDENTIF. REFERENCE

JAN 29 3 28 PM '80

REGISTER
DAVIDSON COUNTY, TENN.

**OFFICIAL RECEIPT**

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

BOOK 5560 PAGE 733

RECEIVED OF _____

FOR _____

| | | |
|---|---|---|
| CO - CONVEYANCE | CC - CERTIFIED COPY | MISC - MISCELLANEOUS |
| MO - MORTGAGE | REL - RELEASE | CO TX - STATE TAX CONVEY |
| WD - WARRANTY DEED | UCC - UNIFORM COMMERCIAL CODE | MO TX - STATE TAX MORT |
| TD - TRUST DEED | | PRFEE - PROBATE FEE |

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

35950.00- CO
93.34 CO TX
.50 PRFEE
9.00 WDELD
CHECK 102.84-
9808A01/29/80 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 74270

IDENTIFICATION REFERENCE

JAN 29 3 29 PM '80

REGISTER
DAVIDSON COUNTY, TENN.

No. 739314