L# 601,917 6

FROM: RETURN TO HOME FEDERAL
JAMES D. GILMORE

TO:
MARK ALLEN SMYTH, UNMARRIED, AND
DEBRA G. SOMMERS, UNMARRIED

For draftsman's use

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PREPARED BY:
CHAMBERS JOHNSON & BECKNER
First American Center, 12th Floor
Nashville, Tennessee 37238

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mark Allen Smyth et al. (NAME)	Home Federal Savings & Loan Assn. (NAME)	Map 142-8-B
803 Running Deer (STREET ADDRESS OR ROUTE NUMBER)	230 Fourth Avenue, North (STREET ADDRESS)	Parcel 83
Nashville, Tennessee 37221 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37219 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

APR 4 3 04 PM '80

FEL. & JOHNSON II REGISTER
DAVIDSON COUNTY, TENN.

F 83674

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$71,400.00****** Mark Allen Smyth
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 4th DAY OF April, 1980.

Notary Public

MY COMMISSION EXPIRES: Sept. 21, 1981

(AFFIX SEAL)

CONDOMINIUM UNIT DEED

THIS INDENTURE, made and entered into this 4th day of April, 1980, by and between JAMES D. GILMORE, the Grantor, and MARK ALLEN SMYTH, UNMARRIED, AND DEBRA G. SOMMERS, UNMARRIED, AS JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP, their heirs and assigns, the Grantees,

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of SEVENTY-ONE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($71,400.00), cash in hand paid, receipt of which is hereby acknowledged, GRANTOR has bargained and sold and does hereby bargain, sell, convey, and confirm unto GRANTEES, their heirs and assigns, the following described property, situated and being in Nashville, Davidson County, Tennessee:

BEING part of Coronada, a Condominium, Phase IV, as shown on the Plan of record in Book 5200, page 217, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

UNIT No. 83 on said Plan, being located at 803 Running Deer, as established in the Master Deed of record in Book 4901, page 679, as amended in Book 5202, page 329, Book 5306, page 241, and Book 5522, page 675, and Bylaws of record in Book 4901, page 702, Register's Office for Davidson County, Tennessee, establishing a Horizontal Property Regime with respect to the Coronada Condominium Association, Inc.

BEING a part of the same property conveyed to James D. Gilmore by deed from Coronada Properties, a partnership, of record in Book 4901, page 198, Register's Office for Davidson County, Tennessee, and a part of the same property submitted to Coronada Condominium Association, Inc. from James D. Gilmore, Developer, by Master Deed of record in Book 4901, page 679, as amended in Book 5202, page 329, Book 5306, page 241, and Book 5522, page 675, and Bylaws of record in Book 4901, page 702, Register's Office for Davidson County, Tennessee.

TOGETHER WITH each and all of the rights, privileges, and appurtenances thereunto belonging, as set forth in the said Master Deed, as amended, and Bylaws, including without limitation such unit's undivided percentage interest in the common elements as described therein; and together with those limited common areas appurtenant to Unit No. 83 contained within extensions of the side lines of said unit,

04/04 195.14 CHECK

1779

as shown on the Plan of record in Book 5200, page 217, Register's Office for Davidson County, Tennessee.

SUBJECT, HOWEVER, to all of the provisions, conditions, restrictions, options, burdens, and undertakings contained in the Plan, Master Deed, as amended, and Bylaws, and the Rules and Regulations, if any, all of which Grantees assume and agree to observe and perform, including but not limited to the payment of assessments which may be levied against such unit.

TO HAVE AND TO HOLD the aforesaid property, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining, to said Grantees, their heirs and assigns, in fee simple, forever.

GRANTOR does hereby covenant with Grantees that he is lawfully seized in fee of the aforedescribed property; that he has a good right to sell and convey the same; and that the same is unencumbered, except as follows:

1. All provisions, including without limitation, all conditions, covenants, restrictions, options, burdens, and undertakings, contained in the Master Deed of record in Book 4901, page 679, as amended in Book 5202, page 329, Book 5306, page 241, and Book 5522, page 675, and Bylaws of record in Book 4901, page 702, and the Plan of record in Book 5200, page 217, Register's Office for Davidson County, Tennessee, and any and all amendments thereto.

2. Any and all easements in favor of other unit owners.

3. All sewer, water, electrical, telephone, or other utility easements now or hereafter established as provided in the Master Deed, as amended, and Bylaws, over, through, or upon any of the common elements or buildings thereon, whether to serve some or all of the common elements or to serve some or all of the units or unit owners thereon.

4. Real estate taxes for the current year, which have been prorated and assumed by Grantees.

5. The said Master Deed, as amended, and Bylaws are subject to amendment as set forth therein, and this conveyance is made subject to those rights of amendment. Any purchaser of condominium units constructed on tracts of land added to said condominium pursuant to amendments of said Master Deed may become members of the same condominium as Grantees and be subject to the same conditions and liabilities and have the same rights and privileges, including rights and privileges to common areas of Grantees.

GRANTOR further covenants and binds himself, his heirs and assigns, to warrant and forever defend the title to the said property to the said Grantees, their heirs and assigns, against the lawful claims of all persons whomsoever.

I, ELLA E. GILMORE, hereby join in this conveyance for the express purpose of waiving and releasing any dower, homestead, or like interests I may have in the above described property.

WITNESS our hands this 4th day of April, 1980.

JAMES D. GILMORE

Ella E. Gilmore

ELLA E. GILMORE

STATE OF TENNESSEE]
]
COUNTY OF DAVIDSON]

Personally appeared before me, Susan M. Pearson, a Notary Public within and for the State and County aforesaid, JAMES D. GILMORE and ELLA E. GILMORE, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office at Nashville, Tennessee, this 4th day of April, 1980.

Susan M. Pearson
NOTARY PUBLIC

My Commission Expires:
September 21, 1981

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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

71407.00- CO
185.64 CO TX
.50 PRFE.
5.00 WDE.D
CHECK 196.14-
1779A04/04/80 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 83674

IDENTIF. REFERENCE

APR 4 3 04 PM '80

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 750753