Bk 35

THE CLARIDGE, a Condominium
UNIT WARRANTY DEED
AND
DEED OF EXCHANGE

FROM: A. HARRISON JOHNSON, JR.
TRUSTEE FOR THE CLARIDGE COMPANY

BOOK 5936 PAGE 37

TO: JAMES A. GRAHAM

THIS INSTRUMENT PREPARED BY:
A. Harrison Johnson, Jr.
Chambers Johnson Wyckoff & Beckner
12th Floor, First American Center
Nashville, Tennessee 37238

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JAMES A. GRAHAM		117-7-47
(NAME)	(NAME)	
3178 Hillsboro Pike	Same	117-7-48
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37215		
(CITY) (STATE) (P.O. ZIP)	(CITY) (STATE) (ZIP	

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $81,000.

Subscribed and sworn to before me, this the 22nd day of December, 1982.

A. Harrison Johnson
Affiant

My commission expires: 4/20/86 Helen D. Wells
(Affix seal) Notary Public

(FOR REGISTER'S USE)

FOR AND IN CONSIDERATION of the exchange for property located at 4317 Lindawood Drive, Nashville, Tennessee, the sum of TEN AND 00/100 ($10.00) DOLLARS and and other good and valuable considerations, cash in hand paid by JAMES A. CRAHAM, (the "Grantee" herein), the receipt whereof is hereby acknowledged, the undersigned Grantor, A. HARRISON JOHNSON, JR., Trustee, with full power to bargain, sell, transfer, lease, convey, encumber or otherwise deal with the within land, without consent of any beneficiary, (the "Grantor" herein), has bargained and sold, and by these presents does transfer and convey unto the said Grantee, JAMES A. GRAHAM, his heirs and assigns, a certain interest in land in Davidson County, State of Tennessee, described as follows, to-wit:

> Being Unit No. 105 as shown on the Plat of THE CLARIDGE of record in Book 5800, page 63, Register's Office for Davidson County, Tennessee, together with Storage Room S-15 and Garage G-10, as shown on said Plat, together with an undivided interest in the common elements of The Claridge Homeowners' Association, all as described in Book 5896, page 607, et seq., said Register's Office.
>
> Being part of the same property conveyed to A. Harrison Johnson, Jr., Trustee of record in Book 5767, pages 483 and 489, said Register's Office.

As part of the consideration for this transfer, Grantee agrees to be bound by the terms, covenants, and restrictions set forth in Master Deed for The Claridge Homeowners' Association, of record in Book 5896, page 607, and its attendant By-Laws, in said Register's Office.

Grantor does hereby transfer and sell unto Grantee all fixtures and appliances which might be owned by Grantor and located in the said Unit, including range and refrigerator.

NO REPRESENTATIONS, WARRANTIES, UNDERTAKINGS, OR PROMISES, WHETHER ORAL, IMPLIED OR OTHERWISE, CAN BE MADE OR HAVE BEEN MADE BY EITHER GRANTOR OR ITS AGENTS OR BROKERS, TO GRANTEE OR ANYONE UNLESS EXPRESSLY STATED HEREIN OR UNLESS MUTUALLY AGREED IN WRITING BY THE PARTIES. ALL AMENDMENTS, SUPPLEMENTS OR RIDERS HERETO, IF ANY, RELATING TO THE PURCHASE OF THIS UNIT ARE MERGED IN THIS DEED. GRANTEE ACKNOWLEDGES THAT HE HAS INSPECTED THE UNIT AND THE APPLIANCES AND FIXTURES THEREIN, AND THE CONDOMINIUM PROPERTY AS A WHOLE, AND IS BUYING THE UNIT, THE APPLIANCES AND FIXTURES THEREIN AND THE CONDOMINIUM PROPERTY IN THEIR PRESENT CONDITION WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESSED OR IMPLIED, BY GRANTOR, OR ANY AGENT OR BROKER OF GRANTOR, NOT EXPRESSLY STATED HEREIN.

In the event that Grantee should be dissatisfied with or finds some fault with his Unit or the condominium property as a whole within 121 months after closing, Grantor reserves the right to repurchase the Unit from Grantee at the price equal to the above Purchase Price, and by Grantor's depositing the cash difference between such Purchase Price and any existing loan secured by a deed of trust on the Unit with Pioneer National Title Insurance Company, and Grantor's agreeing to assume such deed of trust. Grantee will execute a quitclaim deed to Grantor and deliver same to Grantor upon Grantor's demand. Such repurchase will be in full settlement and mutual release between Grantee and Grantor, their agents and employees, of any claims of Grantee arising out of this transaction or the sale hereunder. This covenant shall touch and concern the land, and run with the land until it expires.

Further, this conveyance is given subject to:

1. 1982 taxes, which have been prorated and adjusted as of the date hereof.

2. The terms and conditions of the Horizontal Property Act of Tennessee, the above Master Deed and By-Laws, the above Condominium Plat, and any amendments thereto.

3. Deed of Trust executed by A. Harrison Johnson, Jr., Trustee, with full power to mortgage, sell, lease, encumber, restrict and convey without the joinder of any beneficiary, to Alan L. Saturn, Trustee, of record in Book 5767, page 486, Register's Office for Davidson County, Tennessee; and Deed of Trust executed by A. Harrison Johnson, Jr., Trustee, with full power to mortgage, sell, lease, encumber, restrict and convey without the joinder of any beneficiary, to Henry Kantor, Trustee, of record in Book 5767, page 492, said Register's Office. Grantor has furnished positive title over-insurance with respect to these liens, pursuant to the Claridge Condominium Unit Sale Contract.

This is improved property, known as 3178 Hillsboro Pike, Nashville, Tennessee 37215.

TO HAVE AND TO HOLD the said Unit and undivided interest with the appurtenances, estate, title and interest thereto belonging to the said JAMES A. GRAHAM, his heirs and assigns, forever.

And Grantor does covenant with the said Grantee, that he is lawfully seized and possessed of said Unit and undivided interest in fee simple; has a good right to convey it, and the same is unencumbered, except as herein set forth.

And Grantor does further covenant and bind himself, his successors and assigns, to warrant and forever defend the title to the said Unit and undivided interest to the said Grantee, his heirs and assigns against the lawful claims of all persons whomsoever.

WITNESS the dating hereof as of the 14th day of October, 1982, and the execution hereof on this the 15th day of December, 1982.

A. HARRISON JOHNSON, JR., TRUSTEE FOR
THE CLARIDGE COMPANY, WITH FULL POWER

By: _____
A. Harrison Johnson, Jr., Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

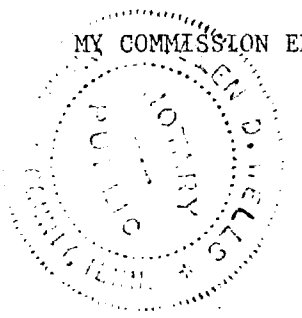
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On this 22nd day of December, 1982, before me personally appeared A. HARRISON JOHNSON, JR., to me known to be the person who executed the foregoing instrument in behalf of THE CLARIDGE COMPANY, and who acknowledged that he executed the same as the free act and deed of THE CLARIDGE COMPANY.

Witness my hand and and official seal at office in Nashville, Tennessee, the day and year first above written.

Helen D. Wells
NOTARY PUBLIC

MY COMMISSION EXPIRES: 4/20/86.



3717 01/21 [illegible] 04[illegible]

H 2 7 3 6 2

IDENTIF. REFERENCE

JAN 21 12 29 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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

RECEIVED OF _____

FOR _____ BOOK 5996 PAGE 100

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
			81040.00- CO	
			210.60 CO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 280.10-	
2717A01/21/83			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 2 7 3 6 2

IDENTIF. REFERENCE

JAN 21 12 29 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 925038