mail

THIS INSTRUMENT PREPARED BY:
William P. Jones, Kelly & Jones
Hendersonville, Tennessee 37075

BOOK 6039 PAGE 813

ADDRESS NEW OWNER:

PHILIP E. THOMPSON
1301 Neeley's Bend Road
Apartment Unit C-21
Madison, Tennessee 37115

SEND TAX BILLS TO:

THIRD NATIONAL MORTGAGE COMPANY
Post Office Box 2628
Nashville, Tennessee 37219

MAP 52-16-A
Par 21 Is

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, and in further consideration the GRANTEE has assumed and agreed to pay the remaining unpaid balance of a certain note which is secured by a deed of trust of record in Book 5485, Page 719, Register's Office for Davidson County, Tennessee, reference to which said instrument is here made for a more particular description of said note and the terms and conditions of said deed of trust, the obligations of which are assumed by the said GRANTEE, I, JANIE D. BEAM TERRY, hereinafter referred to as "GRANTOR", have this day bargained and sold and by these presents do hereby transfer and convey unto PHILIP E. THOMPSON, hereinbefore and hereinafter referred to as "GRANTEE", his heirs and assigns, the following described tract or parcel of land situated in Davidson County, Tennessee, and more particularly described as follows:

Apartment Unit No. C-21, 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 part of the same property conveyed to Janie D. Beam by deed of record in Book 5485, Page 715, Register's Office for Davidson County, Tennessee.

This is improved property, known as Apartment Unit No. C-21, Neely's Bend Condominium, 1301 Neeley's Bend Road, Madison, Tennessee 37115.

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HENDERSONVILLE
TENN. 37075

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 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 1983, 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. Deed of trust as of record in Book 5485, Page 719, Register's Office, Davidson County, Tennessee.

4. 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.

5. 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.

6. 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.

GRANTOR FURTHER COVENANTS and binds herself, her 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 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 of this conveyance, further agrees to pay all real property taxes assessed against the real property herein conveyed to GRANTEE

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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 covenant 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.

KEVIN L. TERRY joins in this conveyance for the purpose of conveying any and all marital rights he may have in the above described property.

IN WITNESS WHEREOF, the parties have executed this instrument on this 17 day of April, 1983.

\+ Janie D. Beam Terry
JANIE D. BEAM TERRY, GRANTOR

\+ Kevin L. Terry
KEVIN L. TERRY

\+ Philip E. Thompson
PHILIP E. THOMPSON, GRANTEE

STATE OF TENNESSEE

COUNTY OF SUMNER

Personally appeared before me, the undersigned, a notary public in and for said County and State, the within named JANIE D. BEAM TERRY and husband, KEVIN L. TERRY, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

KELLY & JONES
ATTORNEYS AT LAW
HENDERSONVILLE
TENN. 37075

OFFICIAL RECEIPT

BOOK 6039 PAGE 816

WITNESS my hand and official seal at Hendersonville, Tennessee, this 12 day of April, 1983.

NOTARY PUBLIC

My Commission expires: 11-8-86

STATE OF TENNESSEE

COUNTY OF SUMNER

Personally appeared before me, the undersigned, a notary public in and for said County and State, the within named PHILIP E. THOMPSON, 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 official seal at Hendersonville, Tennessee, this 12 day of April, 1983.

NOTARY PUBLIC

My Commission expires: 11-8-86

STATE OF TENNESSEE

COUNTY OF SUMNER

I hereby make oath and affirm that the actual consideration of this transfer or the value of the property transferred, whichever is greater, is $28,481.97, which amount is equal to or greater than the amount which the property transfer would command at a fair and voluntary sale.

AFFIANT

Sworn to and subscribed before me this 12 day of April, 1983.

NOTARY PUBLIC

My Commission expires: 11-8-86

KELLY & JONES
ATTORNEYS AT LAW
HENDERSONVILLE
TENN. 37075

IDENTIF. REFERENCE

APR 18 2 14 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

H 4 2 4 1 2

Return to: P.O. Box 24

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____ BOOK 6039 PAGE 817

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
			26481.57- CO	
			74.10 CO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	86.60-
0953A	04/18/83		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 4 2 4 1 2

IDENTIF. REFERENCE

APR 18 2 14 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 942661