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WARRANTY DEED BOOK 6091 PAGE 677

FROM: Tennessee Trust Company, a Tennessee Corporation, Trustee

TO: William B. Kincaid, III and wife, Sandra A. Kincaid

Address New Owner(s) as follows:	Send Tax Bills to:	Map-Parcel No.
Mr. & Mrs. William B. Kincaid 1301 Neely's Bend Road Apt. No. ____ Madison, TN 37115	Third National Mortgage Company P.O. Box 2628 Nashville, TN 37219	Map 52-16-A Parcel 92

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

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $45,500.00.

Affiant

Subscribed and sworn to before me, this the 8th day of July, 1983.

Notary Public

My Comm. Expires: 4-22-84

FOR AND IN CONSIDERATION of the sum of Forty-Five Thousand Five Hundred and 00/100 Dollars ($45,500.00) the receipt of which is hereby acknowledged Tennessee Trust Company, a Tennessee Corporation, Trustee, hereinafter called "Grantors" (whether one or more persons or entities) have this day bargained and sold, and do hereby transfer and convey unto William B. Kincaid, III and wife, Sandra A. Kincaid, hereinafter called "Grantees," (whether one or more persons or entities) their heirs, personal representatives, successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

Apartment Unit No. K-92, 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 Robert Ramsey, Trustee, by deed from S. G. Chikkannaiah and wife, Nalini Chikkannaiah, of record in Book 5714, page 927, Register's Office for Davidson County, Tennessee, and by Designation of Successor Trustee, of record in Book 5829, page 579, said Register's Office, Tennessee Trust Company, a Tennessee corporation was appointed Successor Trustee, pursuant to the terms and conditions of a Trust Agreement of record in Book 5829, page 571, said Register's Office.

It is understood and agreed that Grantees will assume the indebtedness secured by a Deed of Trust of record in Book 5486 page 137, Register's Office for Davidson County, Tennessee.

This is improved property, known as Apartment Unit No. K-92, Neely's Bend Condominium, 1301 Neely's Bend Road, Madison, Tennessee 37115.

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

07/14 #37 BOOK 1778

Grantees. their heirs, personal representatives, successors and assigns, forever. Grantors covenant that they are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except:

1. Taxes for the year 1983.

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 Grantees' title insurer commits to insure Grantees from loss as provided in the title insurance policy provided Grantees by Grantors.

6. Rights of tenant under existing lease, if any.

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

Grantors further covenant and bind themselves, their heirs, personal representatives, successors and assigns, to warrant and forever defend the title to said real estate to said Grantees, their heirs, personal representatives, successors and assigns, against the lawful claims of all persons.

Grantees, by acceptance of this deed, hereby join in and accept, and agree to be bound by the foregoing instruments creating Neely's Bend Condominium and Neely's Bend Condominium Association, Inc. Said Grantees further agree 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.

Grantees, as part of the consideration for this conveyance, further agree to pay all real property taxes assessed against the real property herein conveyed to Grantees on or before January 1 of each year following the year for which such taxes are assessed. Grantees agree 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 Grantees 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 Grantees shall be binding upon the heirs, personal representatives, successors and assigns of Grantees 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 Grantees contained in this paragraph shall automatically expire.

IN WITNESS WHEREOF, the parties have executed this instrument on this 12th day of July, 1983.

William B. Kincaid, III

Sandra A. Kincaid

"GRANTEES"

Tennessee Trust Company, Trustee

BY: _____

"GRANTORS"

OFFICIAL RECEIPT

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Britt R. Powers, a Notary Public in and for said County and State, the within named William B. Kincaid, III and Sandra A. Kincaid, 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 12th day of July, 1983.

Britt R. Powers
NOTARY PUBLIC

My Commission Expires: 4-22-84

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Dorothy E. Sexton, a Notary Public in and for the County and State aforesaid, personally appeared Cromwell Freeman, with whom I am personally acquainted, and who upon oath acknowledged himself to be President of Tennessee Trust Company, Trustee, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at office in Nashville, Tennessee, this the 12th day of July, 1983.

Dorothy E. Sexton
NOTARY PUBLIC

My Commission Expires: 10-15-83

H60333

IDENTIF. REFERENCE

JUL 14 11 09 AM '83

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

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

RECEIVED OF _____ BOOK 6094 PAGE 680

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
			45500.00- CO	
			118.30 CO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK	127.30-
1778A	07/14/83		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H60333

IDENTIF. REFERENCE

JUL 14 11 09 AM '83

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 963513