WARRANTY DEED

FROM: JAMES R. ROSE, et ux, RUTH C. ROSE

TO:

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP-PARCEL NO.
Fred L. Kitchens 666 Brookmont Terrace Apt. Unit 904 Nashville, Tn 37205	Same	Map 129 Parcel 99

THIS INSTRUMENT PREPARED BY: SNODGRASS & SNODGRASS, Attorneys, 2300 21st Avenue, South, Nashville, Tennessee 37212

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater for the transfer is $115,000.00.

Fred L. Kitchens
AFFIANT

Subscribed and sworn to before me this 25th day of September, 1983.

Dana W. Dickens
NOTARY PUBLIC

MY COMMISSION EXPIRES:

10/15/83

For and in consideration of the sum of One Hundred Fifteen Thousand Dollars ($115,000.00), receipt of which is hereby acknowledged, we, James R. Rose and Ruth C. Rose, hereinafter called Grantors have this day bargained and sold and do hereby transfer and convey unto Fred L. Kitchens, hereafter called "Grantee", his heirs, personal representatives, successors and assigns, certain real estate in Davidson County, Tennessee as follows:

> Apartment Unit 904 of Wessex Towers Condominiums created under Title 64, Section 2701, et seq., as amended, Tennessee Code Annotated and as established by a Master Deed, which was executed by Central Tennessee Investment Company, Inc. of record in Book 5414, page 634, R.O.D.C., Tennessee together with the undivided percentage interest in the common elements appurtenant to said Unit as set forth in Exhibit A-1 of the said Master Deed. Reference is hereby made to the plat of Wessex Towers Condominium Apartments, of record in Book 5200, page 142, said Register's office for a more complete identification and description of such unit.
>
> Being the same property conveyed to James R. Rose and wife, Ruth C. Rose by deed from William M. Dinker and wife, Evelyn M. Dinker of record in Book 5658, page 12, R.O.D.C., Tennessee.
>
> THIS IS IMPROVED PROPERTY KNOWN AS APARTMENT NO. 904, WESSEX TOWERS CONDOMINIUMS, 666 BROOKMONT TERRACE, NASHVILLE, TENNESSEE 37205.

To have and to hold said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, his heirs, personal representatives, successors and assigns, forever. Grantors hereby 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, which have been prorated.
2. All terms and provisions of the Master Deed of record in Book 5414, page 634, R.O.D.C., Tennessee.

09/26 $08.50 CHECK

12

3. All terms and provision fo the Charter of Wessex Towers Condominiums Association, Inc. of record in Corporation Book Vol., 67, page 1023 in the office of the Secretary of State of Tennessee and Book 5412, page 451, R.O.D.C., Tennessee and the By-Laws and rules and regulations of the said Corporation.

4. Easement and restrictions as shown on the plat of Wessex Towers Condominiums Apartments of record in Book 5200, page 142, R.O.D.C., Tennessee.

5. Such liens and other matters, if any, against which Grantee's title insurance commits to insure Grantee from loss as provided in the title insurance policy provided Grantee by Grantors.

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 Grantee, his heirs, personal representatives, successors and assigns, against the lawful claims of all persons.

Grantee, by accepting the deed hereby joins in and accepts and agrees to be bound by the foregoing instruments creating Wessex Towers Condominiums and Wessex Towers Condominiums Association Inc. Said Grantee further agrees hereby to pay all assessments whether special or general which are levied by Wessex Towers Condominiums Association, Inc., in connection with Wessex Towers Condominiums.

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 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, personal representatives, successors and assigns of Grantee and shall be deemed to be a covenant running with the real property herein conveyed until January 1, 1990 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 the 25th day of September, 1983.

GRANTEE
FRED L. KITCHENS

JAMES R. ROSE

RUTH C. ROSE

BOOK 6143 PAGE 754

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Graham B Byers, a Notary Public, in and for said County and State, the within named, James R. Rose and Ruth C. Rose, with whom I am personally acquainted and who acknowledged before me that they executed this instrument for the purposes contained therein.

Wintess my hand and official seal at Nashville, Davidson County, Tennessee this the 26 day of Sept, 1983.

Graham B Byers
NOTARY PUBLIC

My Commission Expires; 4/3/1985

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Serge W. Pickens, a Notary Public, in and for said County and State, the within named, Fred L. Kitchens, with whom I am personally acquainted and who acknowledged before me that they executed this instrument for the purposes contained therein.

Wintess my hand and official seal at Nashville, Davidson County, Tennessee this the 25th day of September, 1983.

Serge W. Pickens
NOTARY PUBLIC

My Commission Expires;
10/15/83

RUSH

H 7 5 7 3 5

IDENTIF. REFERENCE

Sep 26 11 43 AM '83

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

BOOK 6143 PAGE 755

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
			115000.00- CO	
			299.00 CO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK	308.50-
0012A09/26/83			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 7 5 7 3 5

IDENTIF. REFERENCE

SEP 26 11 43 AM '83

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 981234