THIS INSTRUMENT PREPARED BY: **PERCY WILKINS, JR. and CHRISTY WILKINS IVEY, Attorneys**
2210 Crestmoor Road, Nashville, Tennessee 37215-0157

File

ADDRESS NEW OWNER:

Beverly S. Patterson
3831 West End Avenue, Unit 15
Nashville, Tennessee 37205

SEND TAX BILLS TO:

First Southern Savings
and Loan Association
4205 Hillsboro Road
Nashville, Tennessee 37215

MAP-PARCEL NUMBERS:

103-12-C
15

BOOK 6365 PAGE 365

WARRANTY DEED

For and in consideration of the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, John K. Mauney and wife, Nancy C. Mauney,

hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto Beverly S. Patterson,

hereinafter called the Grantee, Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows: To-Wit:

A certain condominium apartment in Davidson County, Tennessee, being Unit No. 15 on the plan of 3831 Condominium, of record in Book 5200, page 302, Register's Office for said County, which plan and record thereof are incorporated herein and made a part hereof by reference.

BEING the same property conveyed to John K. Mauney and wife, Nancy C. Mauney by deed from Mikado, Ltd., acting by and through its general partner Menemsha Equities, Inc., of record in Book 5735, page 915, Register's Office for Davidson County, Tennessee.

The property herein conveyed is subject to the restrictions, easements, liens and other matters set forth in the Master Deed and By-Laws of record in Book 5699, page 857, said Register's Office.

It is understood and agreed that part of the consideration for the transfer of this property is the agreement of the grantee to assume the unpaid balance of a note secured by a first mortgage deed of trust to Tennessee Home Mortgage Corporation, of record in Book 5735, page 918, and assigned to First Southern Savings and Loan Association of record in Book 5994, page 458, both in the Register's Office for Davidson County, Tennessee, and that the escrow account in connection with the aforesaid deed of trust is hereby transferred to the said grantee.

* SEE BACK

This is (~~NR~~)improved property, known as 3831 West End Avenue, Unit 15, Nashville, TN 37205.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, Grantee's heirs or assigns, forever; and Grantor covenants with the said Grantee that Grantor is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and Grantor further covenants and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever. (As to a corporate or partnership party, the reference to "heirs" shall be deemed to read "successors".)

Witness the execution hereof this 20th day of August, 19 84.

John K. Mauney

Nancy C. Mauney

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 20th day of August, 19 84, before me personally appeared John K. Mauney and Nancy C. Mauney, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My Commission Expires: 11-17-84

Notary Public

NOTARY PUBLIC AT LARGE

STATE OF TENNESSEE
COUNTY OF _____

BOOK 6365 PAGE 366

Before me, the undersigned, of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ____self to be the President (or other officer authorized to execute the instrument) of the _____, the within named bargainor, a corporation, and that he as such _____, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by ____self as _____. Witness my hand and official seal, at office in _____, Tennessee, this _____ day of _____, 19___.

My Commission Expires:_____

_____
Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 54,984.58 .

Beverly S. Patterson
Affiant

Subscribed and sworn to before me, this the 20th day of August, 1984.

My Commission Expires: 11-17-84

Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

*This conveyance is subject to the provisions of an Apartment Reservation Agreement between Mikado, Ltd. and John K. and Nancy C. Mauney, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

I 4 4 7 7 9

T.
IDENTIF. REFERENCE

Aug 22 3 07 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

08/22 155.50- CHECK

WARRANTY DEED

from:
JOHN K. MAUNEY ET UX

to:
BEVERLY S. PATTERSON

PERCY WILKINS, JR.
and
CHRISTY WILKINS IVEY
Attorneys at Law
2210 Crestmoor Road
P.O. Box 150157
Nashville, Tennessee 37215-0157

dp

EXHIBIT "A" TO WARRANTY DEED FROM JOHN K. MAUNEY ET UX TO BEVERLY S. PATTERSON.

APARTMENT RESERVATION AGREEMENT

THIS AGREEMENT, made by MIKADO, LTD., a Tennessee limited partnership, ("Seller") and John K. & Nancy C. Mauney ("Buyer"), whose address is 207-B Thelson Blvd. So., Nashville, Tennessee 37205 (Telephone: Business 385-1380, Home 297-7847):

Anything herein to the contrary notwithstanding, this Agreement shall constitute a mere reservation agreement between Seller and Buyer, prior to the expiration of the Tenant's rights under TCA 64-2723 (as they apply to the Unit Number assigned by Seller in paragraph 1 hereof, pursuant to paragraph 21 hereof), including the two month notice period. Until such tenant's rights expire Buyer's earnest money shall be treated as a reservation fee, refundable to Buyer upon Buyer's written request to Seller. Upon the expiration of any of such tenant's rights, then Buyer's reservation fee shall automatically mature into an earnest money deposit and this agreement shall mature into a legally binding real estate purchase contract.

BOOK 6365 PAGE 367

1. *Agreement to Sell.* Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, Unit No. 15 (the "Unit") of 3851 (the "Condominium"), together with all right and interest relating to the Unit as set forth in the Master Deed for the Condominium as finally recorded in the Register's Office for Davidson County, Tennessee, and affects land located at 3851 West End Avenue, Nashville, Tennessee. The interest to be conveyed includes without limiting the generality of the foregoing, an undivided interest in the Common Elements of the Condominium. There shall also be included in the conveyance appliances and fixtures presently in the Unit, including a range and refrigerator.

2. *Purchase Price.* The total purchase price for the Unit shall be $ 54,500.00. Seller hereby acknowledges an earnest money deposit in the amount of $ 1,000.00 (the "Earnest Money"), which shall be held in a noninterest bearing escrow account until the closing or until refunded or forfeited as hereinafter provided. The earnest money deposit will be held in a special account segregated from Seller's other funds. The balance of the purchase price shall be due at closing.

3. *Financing Arrangements.* This Contract is contingent upon the ability of Buyer to secure (or Seller to secure for Buyer) within fifteen (15) days of acceptance hereof by Seller and the expiration of any tenant's rights under TCA 64-2723, a mortgage commitment for $ 2,745.00 to be amortized over 30 years. If Buyer is unable to obtain such commitment, Buyer shall notify Seller in writing within said time. If Seller is not so notified, it shall be conclusively presumed that Buyer has secured such commitment or will purchase the Unit without such mortgage financing. If Seller is so notified, Seller may, at Seller's option, within sixty (60) days after notice, secure the mortgage commitment for Buyer. The parties acknowledge that it is the practice of lending institutions to vary interest rates and service charge then being offered by that lender to comparable borrowers for comparable mortgages. In the event Seller elects to attempt to secure the mortgage commitment, Buyer agrees timely to furnish to Seller and/or a mortgagee all requested credit information and to sign customary papers relating to the application and securing of mortgage commitments and loans. If the required mortgage commitment is not secured as above provided, this Contract shall become null and void and the Earnest Money shall be returned to Buyer.

4. *Exceptions to Title.* Seller agrees to convey or cause to be delivered to Buyer a warranty deed conveying good title to the Unit and its appurtenant interest in the Common Elements subject to: (1) current real estate taxes; (2) easements, convenants, restrictions, and building lines of record; (3) encroachments, if any; (4) applicable zoning and building laws or ordinances and the Horizontal Property Act of Tennessee; (5) Master Deed, By-Laws, Plat and all amendments thereto; (6) existing lease to Vacant, at a monthly rent of $_____ which expires _____, 19____ and that tenant's rights under Tennessee Code Annotated, Section 64-2723; and (7) liens and other matters over which a title insurer shall commit to insure against loss, if necessary.

5. *Prorations.* Real estate taxes, rents, lease security deposit, and any other items customarily prorated are to be adjusted as the date of closing. If the last ascertainable tax bill is assessed on the entire Property, then the tax on the Buyer's Unit shall be computed by multiplying the total tax bill by the Buyer's percentage interest in the Common Elements.

6. *Master Deed: Assessments for Common Expenses.* Prior to delivery of the deed hereunder, Seller shall cause to be recorded in the Office of the Register for Davidson County, Tennessee, a Master Deed formally establishing the Condominium. Seller reserves the unilateral right to make any changes therein except those affecting Buyer's percentage of ownership in the Common Elements. Buyer will be notified of any such changes made before closing. Buyer agrees that he will assume, and hereby assumes as the date of closing, the obligations, appurtenant to his Unit under the Master Deed, including the obligation to pay monthly assessments in amounts to be determined by 3851 Condominium Association (the "Association"), an association of Unit Owners formed to operate and manage the Common Elements. At closing, Buyer agrees to deposit with the Association an amount equal to three months' assessments based on the first budget of the Association for deposit, to the replacement reserve account. Seller shall require a three (3) months assessment to be paid to the Association by all buyers of units in the Condominium, through December 31, 1981. In the event that there are any unsold units at such date, Seller shall contribute to the Association a three (3) months assessment based on such first estimated budget on all unsold units. Seller shall make monthly assessments on unsold units owned by Seller until such units are sold. This assessment is non-refundable from the Association.

7. *Default.* The Earnest Money shall be held by Seller. If Buyer defaults under the terms of this Contract and any supplemental written agreements made by the parties, then at the option of Seller all sums paid may be forfeited as liquidated damages and shall be retained by Seller, and this Contract shall become null and void, or Seller may elect any other available remedy. In the event Seller shall not or be unable to deliver title to the Unit as herein provided for any reason, this Contract shall become null and void and the Earnest Money shall be returned to Buyer. The liability of Seller shall be limited to the return of Buyer's Earnest Money. Tender of deed or purchase money shall not be necessary where the other party has defaulted. A failure to appear at the time and place stated above on notice to close the transaction shall be a default. A failure to furnish to Seller and/or mortgagee all requested credit information and to sign customary papers relating to the application and securing of a mortgage commitment pursuant to paragraph 3 shall be a default. A failure to enter into an escrow agreement or to make the deposits requried thereunder shall be a default. Time is of the essence of this contract and the words "date hereof" mean date of expiration of any affected tenants' rights.

8. *Closing Costs.* Seller shall pay the cost of preparing a deed; and Buyer shall pay all transfer taxes and recording fees due under applicable law in connection with this sale.

9. *Rights of Seller to Maintain Sales Office, etc.* For the purpose of completing the sales promotion of this Condominium, Seller, its agents, successors and assigns, are hereby given full right and authority to maintain on the Property (excluding the subject Unit) until the sale of the last unit, signs transient parking, sales offices and model units, together with rights of ingress and egress therefrom the Seller and any of Seller's agents, licensees, or invitees.

10. *No Assignment of Contract.* Buyer shall not assign, set over or transfer this Contract or any of Buyer's rights or interests hereunder without the prior written consent of Seller, and at Seller's option any such purported assignment shall be void and of no effect.

11. *Purchase "As-Is".* BUYER 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 SELLER, OR ANY AGENT OR BROKER OF SELLER, NOT EXPRESSLY STATED HEREIN.

12. *Agent's Commission.* Buyer represents that Mid South Realty Co. by Jamie Hall brought about this sale and that no other agent or broker was instrumental in submitting, showing or selling the Unit to him. Seller shall be responsible for broker's commission in an amount agreed upon in a separate instrument.

13. *Damage Prior to Closing.* If, prior to delivery of the deed hereunder, the Unit shall be destroyed or materially damaged by fire, this Contract shall, at the option of the Buyer, become null and void; and the Earnest Money shall be returned by Seller. The liability of Seller shall be limited to the return of the Earnest Money.

14. *Contract as Entire Agreement.* This Contract constitutes the entire agreement between the parties. Advertising presentations and illustrations constitute general concepts only and are subject to change and modifications by Seller. NO REPRESENTATIONS, WARRANTIES, UNDERTAKINGS, OR PROMISES, WHETHER ORAL, IMPLIED OR OTHERWIDE, CAN BE MADE OR HAVE BEEN MADE BY EITHER SELLER OR ITS AGENTS OR BROKERS, TO BUYER OR ANYONE UNLESS EXPRESSLY STATED HEREIN OR UNLESS MUTUALLY AGREED IN WRITING BY THE PARTIES. ALL AMENDMENTS, SUPPLEMENTS OR RIDERS HERETO, IF ANY, SHALL BE IN WRITING EXECUTED BY BOTH PARTIES AND ATTACHED TO THIS CONTRACT

15. *Charter, Master Deed, By-Laws, Operating Budget.* Buyer acknowledges that he has received from Seller and reviewed the following: (a) Charter; (b) Master Deed and any Amendment thereto; (c) By-Laws of the Association; (d) first year's estimated Operating Budget and (e) Refurbishing Report. No substantial changes shall be made to the Master Deed, By-Laws and Charter or equivalent document, if any, prior to the closing of the sale of the unit Buyer is thereof given notice.

16. *Right of Seller to Terminate; Closing in Escrow.* Prior to the closing of sale of the first unit in the Condominium, all rights and obligations of the parties as set forth herein shall be subject to the right of Seller in its sole discretion to determine that the conversion of the Property to Condominium ownership is no longer feasible, whether because the number of units under contract is not sufficient to insure the success of the conversion, or for any other reason. If such a determination is reached by Seller, the conversion of the Property into a condominium may be terminated and Seller shall so notify Buyer, and this Contract shall become null and void and the Earnest Money shall be returned forthwith to Buyer. The liability of Seller shall be limited to the return of the Earnest Money.

It is understood to Buyer that at such time as Seller begins to close sale of units, financing requirements may necessitate that, at least initially, closings be held in escrow. Buyer agrees to appear at the closing at a place and time as advised by Seler. BOOK 6365 PAGE 368

17. *Grantee.* If the Buyers are husband and wife, they represent that they desire to take title as tenants by the entireties.

18. *Disputes after Closing.* In the event that Buyer should be dissatisfied with or finds some fault with his Unit or the condominium property as a whole within 121 months after closing, Seller reserves the right to repurchase the Unit from Buyer at the price equal to the above Purchase price, (less any introductory resident or tenant allowance, closing cost allowance or other benefit given Buyer by Seller) and by Seller's depositing the case 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 Seller's agreeing to assume such deed of trust, Buyer will execute a quitclaim deed to Seller and deliver same to Seller upon Seller's demand. Such repurchase will be in full settlement and mutual release between Buyer and Seller, their agents and employees, of any claims of Buyer arising out of this Contract or the sale here under.

19. If Buyer receives a tenant or resident credit for any closing cost allowance or other benefit given Buyer by Seller and thereafter intends to sell the Unit within one year of the closing date, Buyer shall first give Seller at least forty-five (45) days prior written notice of the proposed sale, which notice shall state the name and address and financial and character references of the proposed purchaser and shall contain a copy of the proposed contract for sale. During the period of forty-five (45) days following the receipt by Seller of such written notice, Seller shall have the first right at its option to purchase the Unit at the sam price as stated in paragraph 2 minus any tenant or resident benefit or any closing allowance or other benefit given Buyer by Seller, and under similar terms and conditions of this contract. If Seller gives written notice to Buyer within the forty-five (45) day period that it has elected not to exercise such option, or if Seller shall fail to give written notice within the forty-five (45) day period that it has elected to purchase the Unit, then Buyer may proceed to close the proposed sale at any time within the next ninety (90) days thereafter; if Buyer fails to close within the ninety (90) days, Buyer's ownership of the Unit shall again become subject to Seller's right of first option as provided herein. If Seller shall give written notice to Buyer within the forty-five (45) day period of its election to purchase the Unit then such purchase by Seller shall be closed within thirty (30) days from such notice. If any sale of the Unit is made or attempted within one year of the closing date by Buyer without complying with the foregoing provisions, such sale shall be subject to the option and rights of Seller hereunder or may be deemed, at Seller's option, a breach of contract by Buyer entitling Seller to money damages.

20. *Severability.* If any provision of this Contract, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Contract and of the application of any such provision, in any other circumstances shall not be affected thereby and the remainder of this Contract shall be construed as if such invalid part had never been included therein. The provisions of this Contract shall survive delivery of the deed.

22. *Miscellaneous.* This paragraph headings contained in this Contract are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Contract. Wherever appropriate in this Contract, the singular denotes the plural, and the masculine denotes the feminine. Time is of the essence of this Contract.

ACCEPTED this 27 day of March, 1981.

DATED this 12 day of March, 1981.

SELLER:

MIKADO, LTD., by its General Partner,
MENEMSHA EQUITIES, INC.

By _____

CHAMBERS JOHNSON & BECKNER
Attention: A. Harrison Johnson, Jr.
Twelfth Floor
First American Center
Nashville, Tennessee 37238

BUYER:

John K. Mauney Jr.

Nancy C. Mauney

ATTORNEY, if any.

Address: _____

~~Closing to be held after April 15, 1981.~~ BH
Refrigerator in Laundry Room to be placed in Unit #15.
~~Subject to buyer's ability to secure~~
~~commitment to lease present apt. home~~
~~now occupying by March 19, 1981.~~ BH

~~Subject to buyer's ability to secure~~
~~suitable financing to buyer.~~ BH

$1,647.00 allowance credited to Buyer at Closing.

~~Seller to pay $400.00 of closing costs.~~ BH

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF_____

FOR_____

BOOK 6365 PAGE 369

CO -CONVEYANCE	CC -CERTIFIED COPY	MISC -MISCELLANEOUS
MO -MORTGAGE	REL -RELEASE	COTX -STATE TAX CONVEY
WD -WARRANTY DEED	UCC -UNIFORM COMMERCIAL CODE	MOTX -STATE TAX MORT
TD -TRUST DEED		PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

54984.58- CAMT.
143.00 CSTAX
.50 PRFEE
12.00 WDEED
CHECK 165.50-
4288A08/22/84 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I-4477-9

IDENTIF. REFERENCE

AUG 22 3 07 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No.0063003