BOOK 6464 PAGE 445

# WARRANTY DEED

FROM: Wessex Ten (10) Limited, a Tennessee Limited Partnership

TO: Shirley Ann Mason, a single person and Shelley Averbuch

| Address New Owner(s) as follows: | Send Tax Bills to: | Map-Parcel No. |
|---|---|---|
| Shirley Ann Mason<br>6666 Brookmont Terrace<br>Apt #1012<br>Nashville, TN 37205 | Third National Mortgage Co.<br>P.O. Box 2628<br>Nashville, TN 37219 | Map 129-14-A<br>Parcel 115 |

This instrument prepared by: DEARBORN & EWING, Attorneys, Suite 1200, One Commerce Place, Nashville, Tennessee 37239

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $82,500.00.

Shirley Ann Mason
Affiant

Subscribed and sworn to before me, this 24 day of December, 1984.

NOTARY PUBLIC

My Commission Expires: 11-16-1985

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), the receipt of which is hereby acknowledged Wessex Ten (10) Limited, a Tennessee Limited Partnership, hereinafter called "Grantor" (whether one or more persons or entities), their heirs, personal representatives, successors and assigns, have this day bargained and sold, and do hereby transfer and convey unto Shirley Ann Mason, a single person, and Shelley Averbuch, 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. 1012, of Wessex Towers Condominium created under Title 64, Sections 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, as amended in Book 5599, page 39, and further amended in Book 5792, page 982, 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 Wessex Towers Condominium Apartments, of record in Book 5200, page 142, as amended in Book 5210, page 271, Book 5599, page 39, Book 5792, page 982, and Book 5800, page 1, said Register's Office, for a more complete identification and description of such Unit.

Being the same property conveyed to Wessex Ten (10) Limited, by deed from Central Tennessee Investment Company, Inc., of record in Book 5417, page 220, Register's Office for Davidson County, Tennessee.

It is understood and agreed that Grantees will assume the indebtedness secured by a Deed of Trust of record in Book 5417, page 224, and assigned in Book 5618, page 467, Register's Office for Davidson County, Tennessee.

This is improved property, known as Apartment No. 1012, Wessex Towers Condominium, 6666 Brookmont Terrace, Nashville, Tennessee 37205.

12/31 234.21 CHECK

16

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees, their heirs and assigns, forever. Grantor covenants that it 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 1984, which have been prorated.

2. All terms and provisions of the Master Deed of record in Book 5414, page 634, and amended in Book 5599, page 39, and further amended in Book 5792, page 982, Register's Office, Davidson County, Tennessee.

3. All terms and provisions of the Charter of Wessex Towers Condominium Association, Inc., of record in Corporation Book Volume 67, page 1023, in the Office of the Secretary of the State of Tennessee, and in Book 5412, page 451, 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 Wessex Towers Condominium Apartments of record in Book 5200, page 142, as amended in Book 5210, page 271, Book 5599, 39, Book 5792, page 982, and in Book 5800, page 1, Register's Office, Davidson County, Tennessee.

5. 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 Grantors.

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

Grantor further covenant and bind themselves, 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 forgoing instruments creating Wessex Towers Condominium and Wessex Towers Condominium Association, Inc. Said Grantees further agree hereby to pay all assessments whether special or general which are levied by Wessex Towers Condominium Association, Inc. in connection with Wessex Towers Condominium.

Grantees, as part of the consideration for this conveyance, further agrees 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 in effect from time to time, together with all costs of collection, including reasonable attorneys' fees. This covenant of Grantees shall be binding upon their 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, 1990, at which time the covenant of Grantees contained in this paragraph shall automatically expire.

IN WITNESS WHEREOF, the parties have executed this instrument this 21st day of DECEMBER, 1984.

Shirley Ann Mason

Shelley Averbuch

"GRANTEES"

WESSEX TEN (10) LIMITED, a Tennessee Limited Partnership

BY: David W. Talley

David W. Talley,

"GRANTOR"

STATE OF Tennessee
COUNTY OF Davidson )

Personally appeared before me, Timothy P. Lenihan, a Notary Public in and for said County and State, the within named Shirley Ann Mason and Shelley Averbuch, the bargainors, with whom I am personally acquainted, (or proved to be on the basis on satisfactory evidence), 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 21 day of December, 1984.

Timothy P. Lenihan
NOTARY PUBLIC

My Commission Expires: 1 July 1988

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Deborah R. Lightfoot, a Notary Public in and for the County and State aforesaid, personally appeared David W. Talley, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be General Partner of Wessex Ten (10) Limited, the within named bargainor, a Tennessee Limited Partnership, and that he as such General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself as general partner.

Witness my hand and seal, at office in Nashville, Tennessee, this the 24 day of December, 1984.

Deborah R. Lightfoot
NOTARY PUBLIC

My Commission Expires: 7-21-85

I.D. 7384

IDENTIF. REFERENCE

DEC 31 4 12 PM '84

FELIX A. DUDLEY, REGISTER
DAVIDSON COUNTY, TN

**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

**REGISTER OF DAVIDSON COUNTY**

**NASHVILLE, TENNESSEE**

**RECEIVED OF** _____

**FOR** _____

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| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|

82500.00- CAMT.
214.50 CSTAX
.50 PRFEE
9.00 WDEED
CHECK 224.00-
0016A12/31/84 BAL .00

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

I-7.3 8.8 4.

IDENTIF. REFERENCE

DEC 31 4 12 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

**No.** 97735