#04-58-12286

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ROCK HARBOR CONDOMINIUM
UNIT WARRANTY DEED

BOOK 6497 PAGE 670

FROM: Rock Harbor Apartments

TO: Claiborne K. McLemore, III

THIS INSTRUMENT PREPARED BY:
A. Harrison Johnson, Jr.
Baker Worthington Crossley Stansberry & Woolf
200 Fourth Avenue, North
Nashville, Tennessee 37219

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Claiborne K. McLemore, III	Security Federal S & L	90-11-A-155
(NAME)	(NAME)	
Unit No. 155, 515 Basswood Avenue	Post Office Box 150809	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37209	Nashville, TN 37215	
(CITY) (STATE) (P.O. ZIP)	(CITY) (STATE) (ZIP	

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $31,600.

Subscribed and sworn to before me, this the 13 day of December, 1985.

Affiant

My commission expires: My Commission Expires July 17, 1988

(Affix seal) Notary Public

(FOR REGISTER'S USE)

FOR AND IN CONSIDERATION of the sum of TEN AND 00/100 ($10.00) DOLLARS and other good and valuable considerations, cash in hand paid by CLAIBORNE K. McLEMORE, III, (the "Grantee" herein), the receipt whereof is hereby acknowledged, the undersigned Grantor, ROCK HARBOR APARTMENTS, a Tennessee limited partnership, (the "Grantor" herein), has bargained and sold, and by these presents does transfer and convey unto the said Grantee, CLAIBORNE K. McLEMORE, III, his heirs and assigns, a certain interest in land in Davidson County, State of Tennessee, described as follows, to-wit:

Being Unit No. 155 as shown on the Plat of Rock Harbor Condominium of record in Book 6153, pages 463-466, Register's Office for Davidson County, Tennessee, together with an undivided interest in the common elements of Rock Harbor Condominium Association, all as described in Book 6153, page 421, et seq., as amended in Book 6162, Pages 251-270, said Register's Office.

Being part of the same property conveyed to Grantor of record in Book _____, page ____, said Register's Office.

As part of the consideration for this transfer, Grantee agrees to be bound by the terms, covenants, and restrictions set forth in Master Deed for Rock Harbor Condominium Association, of record in Book 6153, page 421, and its attendant By-Laws, as amended, in said Register's Office.

Grantor does hereby transfer and sell unto Grantee all fixtures and appliances which might be owned by Grantor and located in the said Unit, including range and refrigerator.

This conveyance is given subject to the terms, covenants and conditions of a certain "Condominium Unit Sale Contract" (or "Apartment Reservation Agreement") by and between Grantor and Grantee wherein Grantor agreed to sell the Unit and Grantee agreed to purchase the Unit; a copy is available for examination at the office of First Management Services at Tenth Floor, Nashville City Bank Building, 315 Union Street, Nashville, Tennessee 37201. Such "Condominium Unit Sale Contract" (or "Apartment Reservation Agreement") is incorporated by reference as if fully copied herein.

Further, this conveyance is given subject to:

1. 1985 taxes, which have been prorated and adjusted as of the date hereof.

2. The terms and conditions of the Horizontal Property Act of Tennessee, the above Master Deed and By-Laws, the above Condominium Plat, any amendments thereto, and Restated Master Deed, Developer's Report and Engineer's Letter, of record in Book 6162, page 251, said Register's Office.

3. Flowage easement granted United States of America by James C. Cox in connection with operation of Cheatham Lock and Dam Project (Tract I-927-E) by deed of record in Book 2147, page 42, said Register's Office.

4. Easement reserved in the Deed of record in Book 4196, page 206, said Register's Office, for ingress and egress across the land in question.

5. The Plan of Rock Harbor Apartments has been recorded in Book 4460, page 71, and shows an Owner's Certificate, a 50 foot setback line from all boundaries and dedication on River Rouge Drive along the easterly part of the southerly boundary.

6. Lease Agreement by and between Rock Harbor Apartments and Home Coin Laundries, Nashville, Tennessee, dated August 9, 1972, filed July 10, 1973, in Book 4726, page 568, Register's Office for Davidson County, Tennessee.

7. Lease Agreement of record in Book 5114, page 37, said Register's Office.

8. Deed of Trust executed by Rock Harbor Apartments, a limited partnership to Herschel Greer, Trustte, dated January 17, 1972, and recorded in Book 4569, page 875, Register's Office for Davidson County, Tennessee, in favor of Guaranty Mortgage Company of Nashville, which states that it secures a debt in the principal sum of $2,220,400, payable as therein specified, together with any terms, conditions, restrictions or limitations recited therein. Amendment to Deed of Trust and Consolidation and Modification Agreement: Rock Harbor Apartments, a Tennessee limited partnership, to Guaranty Mortgage Company of Nashville, dated October 18, 1973, filed for record October 18, 1973, in Book 4756, page 587, said Register's Office, to increase the Deed of Trust of record in Book 4569, page 875, to the amount of $2,343,000. Regulatory Agreement of record in Book 4569, page 880, said Register's Office. Assignment of Deed of Trust of record in Book 4569, page 880, said Register's Office. Assignment of Deed of Trust of record in Book 4569, Page 875, said Register's Office to Federal National Mortgage Association of record in Book 4761, page 142, said Register's Office. Agreement of record in Book 4634, page 964, said Register's Office. Amendment to Regulatory Agreement of record in Book 6099, page 597, said Register's Office. Chicago Title Insurance Company has provided positive overinsurance against the items in this paragraph; the leins described herein will be paid from condominium unit sales, the net sales proceeds of which are all being paid to Chicago Title Insurance Company in order to pay off such indebtednesses. In any event all such liens and indebtednesses shall be retired on or before December 31, 1983.

This is improved property, known as Unit No. 155, 515 Basswood Avenue, Nashville, Tennessee 37209.

TO HAVE AND TO HOLD the said Unit and undivided interest with the appurtenances, estate, title and interest thereto belonging to the said CLAIBORNE K. McLEMORE, III, his heirs and assigns, forever.

And Grantor does covenant with the said Grantee, that it is lawfully seized and possessed of said Unit and undivided interest in fee simple; has a good right to convey it, and the same is unencumbered, except as herein set forth.

And Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said Unit and undivided interest to the said Grantee, his heirs and assigns against the lawful claims of all persons whomsoever.

WITNESS the Grantor's signature this _____ day of _____, 1985.

ROCK HARBOR APARTMENTS,
A Tennessee Limited Partnership

By: G.Z.F., CORPORATION, a Nevada corporation
General Partner

By: _____
Richard Forrest, Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned Notary Public for said County and State, personally appeared RICHARD FORREST, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice President of G.Z.F., CORPORATION, the general partner of ROCK HARBOR APARTMENTS, the within bargainor, a Tennessee limited partnership, and who acknowledged himself to be authorized to execute the foregoing instrument as Vice President of the said general partner, and acknowledged that he, as such Vice President executed the foregoing instrument on behalf of ROCK HARBOR APARTMENTS, as the free act and deed of ROCK HARBOR APARTMENTS for the purpose therein contained by signing the name of said corporation on behalf of ROCK HARBOR APARTMENTS by himself as Vice President of G.Z.F., CORPORATION.

Witness my hand and seal at office in Nashville, Tennessee, this 13 day of February, 1985.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: My Commission Expires July 17, 1988

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

1:8:4 8:4:1

IDENTIF. REFERENCE

FEB 22 10 24 AM '85

FELIX Z. NELSON JR. REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6497 PAGE 673

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
			31600.00-	CAMT.
			82.16	CSTAX
			.50	PRFEE
			9.00	WDEED
			CHECK-	91.66-
3260A	02/22/85		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I. D. 4. 8. 4. I.

IDENTIF. REFERENCE

FEB 22 10 24 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 110600