This Instrument Prepared By:

Harwell Barr Martin & Stegall
172 Second Avenue North
Nashville, TN 37219

Address New Owner:	Mortgagee:	Map-Parcel Numbers
Nelson Elam Apt. 608, 3901 Harding Road Nashville, TN 37205	N/A	103-16-A-9

WARRANTY DEED

FOR AND IN CONSIDERATION of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, the receipt of all of which is hereby acknowledged, ROBERT E. HARWELL, JR., Executor and Co-Trustee under the Will of Jane McKelvey Clements, FIRST AMERICAN TRUST COMPANY, Co-Trustee under the Will of Jane McKelvey Clements, and ROBERT E. HARWELL, JR., JONATHAN HARWELL and COLEMAN A. HARWELL, II, individually, the Grantors herein, have bargained and by these presents do transfer and convey unto NELSON ELAM and wife, ADELE B. ELAM, the Grantees herein, their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

> Unit No. 608 of ROKEBY, a Condominium or horizontal property regime established by Master Deed of record in Book 4829, page 138, Register's Office for Davidson County, Tennessee, as amended in Book 4983, page 98, and Book 5096, page 409, said Register's Office; and shown on a "2nd Revised Plan" of record in Book 5050, page 16, said Register's Office. The said Unit is more fully depicted on the Plan of the 6th Floor of ROKEBY of record in Book 5060, page 142, said Register's Office.
>
> Together with each and all of the rights, privileges, and appurtenances thereunto belonging, as set forth in the said Master Deed and By-Laws, including without limitation such Unit's undivided percentage interest in the land and common elements, and its interest in any appurtenant limited common elements shown on the said Plan of record in Book 5060, page 142, said Register's Office. Parking Space No. 47 shown on the said "2nd Revised Plan" of record in Book 5050, page 16, said Register's Office, is expressly assigned as a limited common element to said Unit.
>
> Subject, however, to all of the provisions, conditions, restrictions, burdens and undertakings contained in the said Master Deed, the Plan, as amended, and the By-Laws, all of which the Grantee does assume and agree to observe and perform, including, but not limited to, the payment of assessments.
>
> Being the same property conveyed to Jane McKelvey Clements by deed from the Rokeby Corporation, of record in Book 5199, page 255, said Register's Office.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantees,

their heirs and assigns, forever. Grantors do covenant with the said Grantees that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is not the usual place of residence of any of the Grantors or spouses of Grantors and the same is unencumbered except for (1) all provisions, including without limitation all conditions, covenants, restrictions, burdens, and undertakings contained in the said Plan, Master Deed, By-Laws, and any amendments thereto; (2) easements in favor of other unit owners; and all sewer, water, electrical, telephone, and other utility easements now or hereafter established over, through or upon the said property and building thereon to serve some or all of the units therein; and (3) real estate taxes and assessments for the current year, which shall be prorated as of April 30, 1987 and assumed by Grantee. Grantors do further covenant and bind themselves, their heirs and representatives to warrant and forever defend the title to the said land to the said Grantees, their heirs and assigns against the lawful claims of all persons, whomsoever.

WITNESS our hands this 2nd day of February, 1987.

EXECUTOR AND CO-TRUSTEE UNDER THE WILL OF JANE MCKELVEY CLEMENTS:

By: Robert E. Harwell Jr.
ROBERT E. HARWELL, JR.

FIRST AMERICAN TRUST COMPANY, CO-TRUSTEE UNDER THE WILL OF JANE MCKELVEY CLEMENTS:

By: Bob L. Andrews
Bob L. Andrews
Senior Vice President

Robert E. Harwell Jr.
ROBERT E. HARWELL, JR., Individually

Jonathan Harwell
JONATHAN HARWELL, Individually

Coleman A. Harwell II
COLEMAN A. HARWELL, II, Individually

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Debbie L. Sloan, a Notary Public of said county, Robert E. Harwell, Jr., Executor and Co-Trustee under the will of Jane McKelvey Clements, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 2nd day of February, 1987.

Debbie L. Sloan
Notary Public

My Commission Expires:

11-12-90

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Kim Krisle, a Notary Public of said county, Bob L. Andrews, Sr. Vice President of First American Trust Co., Co-Trustee under the will of Jane McKelvey Clements, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 2nd day of February, 1987.

Kim Krisle
Notary Public

My Commission Expires:

1-21-90

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Debbie L Sloan, a Notary Public of said county, Robert E. Harwell, Jr. the within named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 2nd day of February, 1987.

Debbie L. Sloan
Notary Public

My Commission Expires:

11-12-90

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Debbie L. Sloan, a Notary Public of said county, Jonathan Harwell, the within named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 2nd day of February, 1987.

Debbie L. Sloan
Notary Public

My Commission Expires:

11-12-90

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Debbie L. Sloan, a Notary Public of said county, Coleman A. Harwell, II, the within named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 2nd day of February, 1987.

Debbie L. Sloan
Notary Public

My Commission Expires:

11-12-90

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property (whichever is greater) is $270,000.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

Sworn to and subscribed this 2nd day of February, 1987.

Debbie L. Sloan
Notary Public

My Commission Expires:

11-12-90

JH/fjj

IDENTIFICATION REFERENCE
89448

FEB 2 3 46 PM '87
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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

RECEIVED OF _____

FOR _____

BOOK 7124 PAGE 770

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

270[illegible].00- CONT.
750.00 CSTAX
.50 PRFE
12.00 WDE[illegible]
CHECK 763.50-
5038102/02/87 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

89448.

IDENTIFICATION REFERENCE

FEB 2 3 46 PM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 41103