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file 46

62500

WHITLAND PLACE, a Condominium
UNIT WARRANTY DEED

FROM: A. HARRISON JOHNSON, JR., TRUSTEE

TO: LEWIS D. NICHOLS, JR. AND WIFE, CATHERINE M. NICHOLS

IDENTIFICATION REFERENCE

SEP 4 3 22 PM '87

THIS INSTRUMENT PREPARED BY:
A. Harrison Johnson, Jr.
Baker Worthington Crossley Stansberry & Wolf
Thirtieth Floor, L & C Tower
Nashville, Tennessee 37219

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Lewis D. Nichols, Jr., et ux (NAME)	Security Federal S & L (NAME)	103-16E 9
3901 Whitland Avenue, Unit No. 9 (STREET ADDRESS OR ROUTE NUMBER)	4235 Hillsboro Road (STREET ADDRESS)	
Nashville, Tennessee 37205 (CITY) (STATE) (P.O. ZIP)	Nashville, TN 37205 (CITY) (STATE) (ZIP)	

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $50,000.

Catherine S. Nichols
Affiant

Subscribed and sworn to before me, this the 2nd day of September, 1987.

My commission expires: 5-8-91
(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 LEWIS D. NICHOLS, JR. AND WIFE, CATHERINE M. NICHOLS, [the "Grantees" herein], the receipt whereof is hereby acknowledged, the undersigned Grantor, A. HARRISON JOHNSON, JR., TRUSTEE, with full power to bargain, sell, transfer, convey, mortgage, pledge or otherwise encumber said property, [the "Grantor" herein], has bargained and sold, and by these presents does transfer and convey unto the said Grantees, LEWIS D. NICHOLS, JR. AND WIFE, CATHERINE M. NICHOLS, their heirs and assigns, a certain interest in land in Davidson County, State of Tennessee, described as follows, to-wit:

Being Unit No. 9 as shown on the Plat of Whitland Place of record in Book 5200, Page 597, Register's Office for Davidson County, Tennessee, together with an undivided interest in the common elements of The Whitland Place Homeowners' Association, all as described in Book 6131, Page 722, et seq., said Register's Office.

Being part of the same property conveyed to Grantor of record in Book 6174, Page 222, said Register's Office.

The legal description and the state of title of the property have been furnished to the draftsman by the Grantor, by third parties or from the record. The draftsman assumes no liability as to the accuracy thereof.

As part of the consideration for this transfer, Grantees agree to be bound by the terms, covenants, and restrictions set forth in Master Deed for The Whitland Place Homeowners' Association, of record in Book 6131, Page 722, and its attendant By-Laws, in said Register's Office.

Further, this conveyance is given subject to:

1. 1987 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, and any amendments thereto.

3. Restrictive Covenants contained in an instrument executed by West Side, Limited and W.K.D. Company dated July 20, 1984, of record in Book 6350, Page 824, said Register's Office.

4. Lease Agreement between University of Nashville (MBA) and BVT Whitland House, Ltd. of record in Book 6051, Page 518, Register's Office for Davidson County, Tennessee, and the terms and conditions of which Grantees assume and agree to pay 2.85% as their prorata share of common elements, rents and all obligations thereunder, which Lease Agreement is also set out in the Restrictive Covenants.

5. Terms, conditions and covenants of a certain "Condominium Unit Sale Contract" or "Apartment Reservation Agreement"), by and between Whitland Place Sales and West Side, Limited, dated October 26, 1983.

This is improved property, known as Unit No. 9, 3901 Whitland Avenue, Nashville, Tennessee 37205.

TO HAVE AND TO HOLD the said Unit and undivided interest with the appurtenances, estate, title and interest thereto belonging to the said LEWIS D. NICHOLS, JR. AND WIFE, CATHERINE M. NICHOLS, their heirs and assigns, forever.

And Grantor does covenant with the said Grantees that he 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 himself, his successors and assigns, to warrant and forever defend the title to the said Unit and undivided interest to the said Grantees, their heirs and assigns against the lawful claims of all persons whomsoever.

WITNESS the Grantor's signature this 2nd day of September, 1987.

A. HARRISON JOHNSON, JR., TRUSTEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, A. HARRISON JOHNSON, JR., TRUSTEE, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this 2nd day of September, 1987.

NOTARY PUBLIC

MY COMMISSION EXPIRES: May 8, 1991

NOTARY PUBLIC STATE AT LARGE

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 TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

50000.00- CAMT.
140.00 CSTAX
.50 PRFEE
6.00 WDEED
CHECK 146.50-
9855A09/04/87 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

6290'0

IDENTIFICATION REFERENCE

SEP 4 3 14 PM '87

DAVIDSON COUNTY, TN

No. 13597