File Box 57

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Address New Owner as follows:

Michael E. Kowal
276 White Bridge Rd., Unit 60
Nashville, Tenn 37209

Send tax bills to:

Commerce Union Bank
One Commerce Place
Nashville, Tennessee 37239

Map-Parcel No:
103-02-0C-60.00

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, and for a further consideration the hereinafter named Grantee has assumed and agreed to pay the unpaid balance of an original indebtedness in the amount of $39,900.00, secured by a Deed of Trust of record in Book 6698, page 720, Register's Office for Davidson County, Tennessee, **CLARENCE SUTHERLAND**, hereinafter called Grantor, has bargained and sold, and by these presents does transfer and convey unto **MICHAEL E. KOWAL**, unmarried, hereinafter called Grantee, his heirs and assigns, certain real property lying and being situated in the County of Davidson, State of Tennessee, described as follows, to-wit:

> Unit No. 60, as shown on the Plan of West End Terrace, a Condominium Development, together with an undivided percentage interest in the Common Elements appurtenant to said unit, as set forth in the Master Deed establishing West End Terrace, a Condominium, of record in Book 6657, page 549, Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to Clarence Sutherland by Warranty Deed from West End Terrace, Inc. of record in Book 6698, page 717, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said tract of land, with the appurtenances, easements, estate, title and interest thereto belonging to the said Grantee, his heirs, representatives and assigns forever.

AND GRANTOR COVENANTS with the said Grantee that he is lawfully seized and possessed of said property, that he has a good right to convey it, and that the same is unencumbered except for (1) real estate taxes for 1987 which have been assumed by the Grantee; (2) limitations and conditions imposed by the "Horizontal Property Act" as set out in Sections 64-2701, et seq. of the Tennessee Code Annotated; (3) the terms, provisions, covenants, conditions and rights established by and contained in the Master Deed and Bylaws for West End Terrace, a Condominium, recorded in Book 6657, page 549, said Register's Office; (4) restrictive covenants contained in instrument of record in Book 3642, page 417, said Register's Office; (5) rights with reference to an 8 inch sanitary sewer shown on Plans for Project No. 64-s-16 on file in the Office of Metropolitan Sewerage Service Division, as referred to in deed of conveyance of record in Book 3840, page 386, said Register's Office; (6) easement for sanitary sewers and/or storm drainage granted Metropolitan Government by William G. Blackman, of record in Book 3859, page 859, said Register's Office; (7) permanent and temporary construction easements as set out in Final Orders of record in Book 5894, page 97 and 101, said Register's Office; (8) an easement for television cable granted Viacom Cablevision by instrument of record in Book 5974, page 755, said Register's Office; (9) an unrecorded lease agreement with Home Coin Laundry dated December 6, 1977; (10) rights of tenants in possession under existing leases; (11) title to that portion of the premises lying within the boundaries of any highways or roads; and (12) such other liens, restrictions or encumbrances which may be recorded in the Register's Office for Davidson County, Tennessee.

AND GRANTOR further covenants and binds himself, his heirs and assigns, to warrant and forever defend the title to the said property to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

SUSAN C. SUTHERLAND, being the spouse of CLARENCE SUTHERLAND, joins in this conveyance for the purpose of conveying and quitclaiming any right, title and interest she may have in the property conveyed herein as a result of her marital status.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on the 6th day of ~~December, 1987~~. January, 1988.

Clarence Sutherland
CLARENCE SUTHERLAND

Susan C. Sutherland
SUSAN C. SUTHERLAND

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named CLARENCE SUTHERLAND and wife, SUSAN C. SUTHERLAND, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, on this the 6th day of ~~December, 1987~~. January, 1988

Rivah Lee
NOTARY PUBLIC

My commission expires: 4/19/88

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $39,365.00.

Michael E. Koval
AFFIANT

Sworn to and subscribed before me this the 31st day of December, 1987.

Marsha R. Anderson
NOTARY PUBLIC
My commission expires: 11-3-88

This instrument was prepared by:

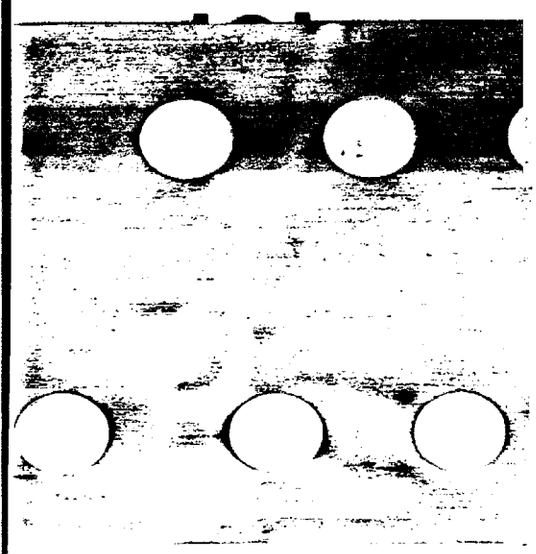
John N. Popham
TUNE, ENTREKIN & WHITE
21st Floor, First American Center
Nashville, Tennessee 37238

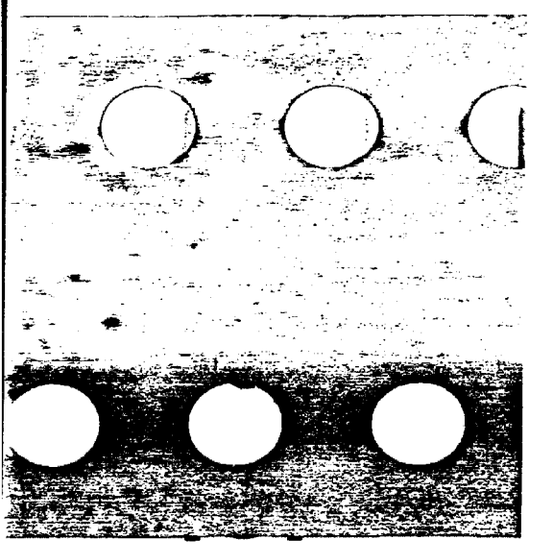
3726 02/03 0101 03CHECK 116.82

FEB 3 11 22 AM '88
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

02282





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

CAMT 39365.00
CON TX 110.32
PRFEE 0.50
WDEED 6.00
TOTAL 116.82
CHECK 116.82

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

02/03/88 01 11:23 0001 3726

02282

IDENTIFICATION REFERENCE

FEB 3 11 22 AM '88

DAVIDSON COUNTY, TN

No. 58583