This Instrument Prepared by:
Fred E. Cowden, Jr.
211 Third Avenue, North
Nashville, Tennessee 37201

Mail

JUL 2 1 32 PM '90

WARRANTY DEED

Address New Owner:	Send Tax Bills To:	Map Parcel Nos:
Evelyn B. Petway Royal Oaks Tower - #62W Nashville, Tennessee 37205	Same	116-3-A 61

THIS CONVEYANCE, made the 29- day of June, 1990, by and between JUNE MOODY McGAW, hereinafter referred to as "Grantor" and EVELYN B. PETWAY, hereinafter referred to as the "Grantee."

W I T N E S S E T H:

THEREFORE, in consideration of the sum of Ten and no/100 ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto the Grantee, Evelyn B. Petway, absolutely and in fee simple, the following described property located in Davidson County, Tennessee.

Those certain premises comprising a portion of Royal Oaks Towers, said project having been established as a Horizontal Property Regime by Master Deed and Declaration and By-Laws dated the 22nd day of May, 1973, and recorded in the Register's Office for Davidson County, Tennessee, in Book 4710, page 901, and as amended in Book 4798, page 813, said Register's Office; and said premises being more particularly described as follows:

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $63,000.

Subscribed and sworn to before me, this the 29 day of June, 1990.

Commission Expires:

MY COMMISSION EXPIRES MARCH 27 1993

Evelyn B. Petway
Affiant

Notary Public

Unit Labeled Apartment 62W of said project as shown on the plan recorded in Book 4460, page 189, Register's Office for Davidson County, Tennessee, excepting and reserving any portion of the common elements lying within said unit and easements through said unit appurtenant to the common elements and other units, all as set forth in the Declaration, and an undivided 2.22476% interest appurtenant to the unit in all common elements of said project as described in said Declaration including the building and land described below.

A parcel of land in the 7th Civil District of Nashville, DAvidson County, Tennessee, bounded on the east by Woodmont Boulevard and being south of Harding Road, and being Lot No. 3 on the Plat of Royal Oaks, of record in Book 4300, page 201, Register's Office for said County, more particularly described as follows:

Beginning at a point in the westerly margin of Woodmont Boulevard, South 39° 07' East, 381.7 feet from the south margin of Harding Road, said point being the southeast corner of Lot 5; Thence South 39° 07' East along the west margin of Woodmont Boulevard, 66.6 feet to a point and the northeast corner of Mrs. Adele Morrissey's property, as of record in Book 888, page 2, Register's Office for Davidson County; thence South 51° 13' West, 175.7 feet along the northerly property line of Morrissey to a point; thence South 36° 57' East, 192.7 feet to a point, being a common corner with Lot No. 2; Thence along a common line with Lots Nos. 2, 3, 4 and 5, the following calls: South 50° 33' West, 68.2 feet to a point; North 36° 57' West, 43.4 feet to a point; South 53° 03' West, 27.0 feet to a point; South 16° 33' West, 60.0 feet to a point; South 50° 33' West, 81.0 feet to a point; South 76° 00' West, 80.0 feet to a point; North 55° 38' West, 70.6 feet to a point; North 41° 48' West, 69.3 feet to a point; North 20° 00' East, 39.7 feet to a point; North 41° 48' West, 60.0 feet to a point; North 48° 12' East, 299.3 feet to a point; South 36° 57' East, 15.7 feet to a point; North 51° 13' East, 173.2 feet to the point of beginning, containing 2.041 acres, more or less.

A perpetual easement for ingress and egress for normal vehicular and pedestrian traffic upon that parcel of ground designated "easement for driveway" upon the recorded plan of Royal Oaks, of record in Book 4300, page 201, Register's Office for Davidson County, which proceeds in a southeasterly direction from Harding Road to said Lot 3 and around the westerly and southerly side of the same, said driveway being located between lots 1 and 4 and between lots 1 and 3 on said

plan. This easement is in common with the owners of lots 1, 2 and 4 on said plan, and with all persons claiming by, through, or under Charles F. Alexander, Trustee, and each of said owners and their respective heirs, successors and assigns, provided that Royal Oaks Limited, a Texas Limited Partnership, grantor under the Warranty Deed of record in Book 4668, page 986, Register's Office for Davidson County, Tennessee, it successors and assigns shall be responsible for the maintenance of this driveway. This grant of said easement is expressly subject to a Deed of Trust from said Royal Oaks, Limited, a Texas Limited Partnership, to Dwight Webb, Jr., Trustee, dated April 14, 1970, and of record in Book 4410, page 595, said Register's Office, securing an indebtedness described therein in favor of Massachusetts Mutual Life Insurance Company.

Being property conveyed to June Moody McGaw by deed from Charles F. Alexander, Trustee of record in Book 4813, page 343, Register's Office for Davidson County, Tennessee. June McGaw Barras was appointed Attorney in Fact for June Moody McGaw by General Durable Power of Attorney of record in Book 7878, page 119, Register's Office for Davidson County, Tennessee.

Said conveyance shall include the right of ingress and egress from said property and the right to use, for proper purposes of all other occupants from time to time, any and all portions of the project designated by Statute and the Declaration as common elements.

Said conveyance shall be subject to the following reservations, restrictions on use and covenants and obligations as set forth in the Master Deed and Declaration dated the 22nd day of May, 1973, and of record in the Register's Office for Davidson County, Tennessee Book 4710, page 901, and as amended in Book 4798, page 813, said Register's Office, and as set forth in the By-Laws of the Association of the Owners attached thereto, and as it may be amended from time to time, said By-Laws to be filed with the Board of Directors of said Association, all of which restrictions, payment of charges, and other covenants, agreements, obligations, conditions and provisions are incorporated in this deed by reference, and constitute and shall constitute covenants running with the land, equitable

servitude and liens to the extent set forth in said documents and as provided by law, and all of which are accepted by the Grantee as binding and to be binding upon the Grantee and her successors, heirs, administrators or executors and assigns or the heirs and assigns of the survivor of them as the case may be.

TO HAVE AND TO HOLD the same with all improvements, tenements, rights, easements, privileges and appurtenances thereto, belonging or otherwise appertaining to held or enjoyed therewise unto the Grantee and her successors, heirs, administrators, executors, and assigns or heirs and assigns of the survivor of them as the case may be, subject as aforesaid forever.

And Grantor hereby for herself and her successors and assigns, covenants and agrees with the Grantee as hereinabove described, that the GRantor is lawfully seized in fee simple of the property herein conveyed; that she has good right to sell and convey the same in the amount set forth herein; and that said property herein conveyed is free of all encumbrances, except taxes for 1990 which have been prorated and assumed by Grantee and except as may be noted herein, and the Grantor, her successors and assigns shall warrant and defend the same to the Grantee as hereinabove described forever, against the lawful claims and demands of all persons, except as aforesaid, said land herein described being subject to an easement for a driveway as shown on the plat of record in the Register's Office for Davidson County, Tennessee, Book 4460, page 189, and

Grantee in consideration of the foregoing conveyance hereby covenants and agrees with the Grantor and the Grantee assumes and agrees to pay the pro rata share as set forth in the Declaration, of the balance due under the assessment a and when the assessments fall due and will hold

the Grantor, her successor and assigns harmless and will indemnify them against all claims and demands whatsoever which shall hereafter arise from or in connection with said assessment.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this conveyance to be executed on the day and date first above written in Nashville, Tennessee.

JUNE MOODY McGAW

June McGaw Barras

by Atty-in-fact for June Moody McGaw

JUNE McGAW BARRAS, Attorney in Fact for JUNE MOODY McGAW
GRANTOR

Evelyn B. Petway

EVELYN B. PETWAY
GRANTEE

STATE OF MASSACHUSETTS)

COUNTY OF ESSEX)

Personally appeared before me, June McGaw Barras, a Notary Public in and for said County and State, the within named JUNE McGAW BARRAS, with whom I am personally acquainted, and who, upon oath, acknowledged that she executed the foregoing instrument as Attorney in Fact for JUNE MOODY McGAW and in accordance with the provisions of the General Durable Power of Attorney of record in Book 7878, page 119, Register's Office for Davidson County, Tennessee, and for the purposes therein contained.

Witness my hand and official seal at Stoneham, Massachusetts, this 19 day of June, 1990.

Beverly M. Nigro

Notary Public

My Commission Expires: 5/23/91

BEVERLY M. NIGRO NOTARY PUBLIC MASSACHUSETTS

STATE OF TENNESSEE)

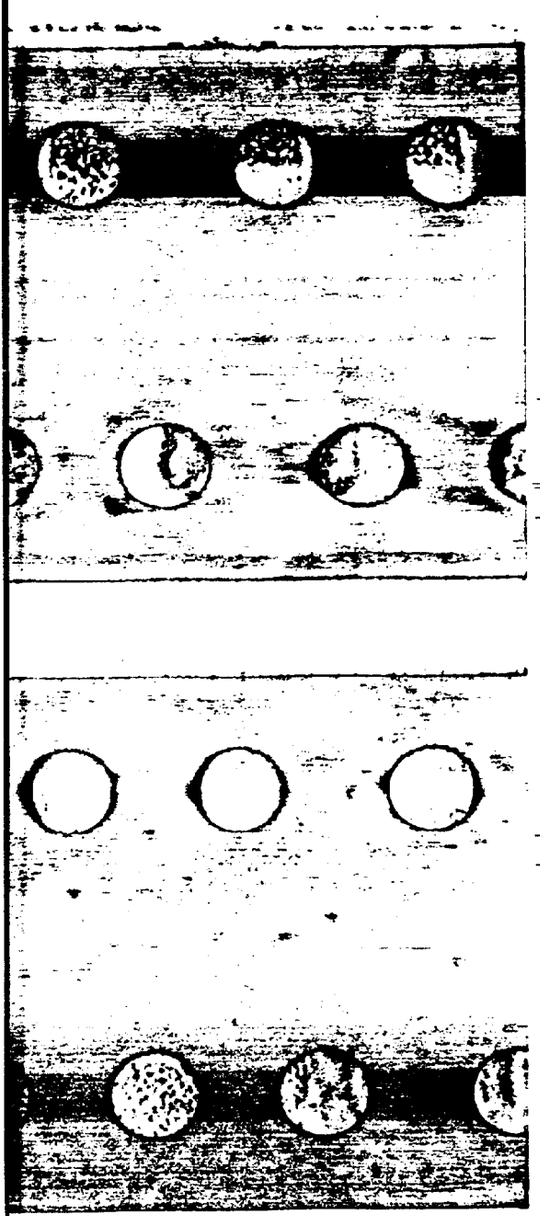
COUNTY OF DAVIDSON)

Personally appeared before me, Brenda Y. Emery _____, a Notary Public in and for said County and State, the within name EVELYN B. PETWAY, with whom I am personally acquainted, and who, upon oath, acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 29 day of June, 1990.

Brenda Y. Emery
Notary Public

My Commission Expires: [illegible]



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

RECEIVED OF _____

FOR _____

BOOK 8143 PAGE 551

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
				CAMT 63000.00
				CON TX 207.90
				PRFEE 1.00
				WDEED 18.00
				TOTAL 226.90
				CHECK 226.90
			07/02/90 01	13:34 0001 6473

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

38366

IDENTIFICATION REFERENCE

JUL 2 1 32 PM '90

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY

No. 333371