THIS INSTRUMENT PREPARED BY: **Mudter Morgan & Patterson** **Attorneys-at-Law** **2000 Richard Jones Road** **Suite 110** **Nashville, Tennessee 37215** **Record & Return To:** **First Title & Escrow Co., Inc.** **FTEC File No. 21802-09-2003** **File Box 9B**	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $211,000.00. Affiant Subscribed and sworn to before me, 15th day of October, 2003. Notary Public My Commission Expires RETURN TO: PREMIER ESCROW, LLC 4301 HILLSBORO ROAD, STE 300 NASHVILLE, TN 37215

BOX 10-A

WARRANTY DEED

Address New Owner: Thomas E. Bryant Lianne M. Bryant 608 South Riverbend Court Nashville, TN 37221	**Send Tax Bills To:** Fifth Third Mortgage Company 38 Fountain Square Plaza Cincinnati, Ohio 45236	**Tax Information:** Map No.155.08 Parcel No. 069.00 CO

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Andrew S. Zimberg and wife, Pamela C. Zimberg**, ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Thomas E. Bryant and wife, Lianne M. Bryant** ("Grantee"), its successors, heirs and assigns, all that tract or parcel of land in Davidson County, Tennessee, more particularly described on Exhibit "A" hereto.

This is improved property located at 608 South Riverbend Court, Nashville, TN, 37221

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to Grantee, its successors, heirs and assigns, forever.

And Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as set out on Exhibit "A" hereto. Grantor further covenants and binds itself, its successors, heirs and assigns to warrant and forever defend the title to said real estate to Grantee, its successors, heirs and assigns against the lawful claims of all persons, except as set out on Exhibit "A" hereto.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this instrument on the 15th day of October, 2003.

Andrew S. Zimberg

Pamela C. Zimberg

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, **Andrew S. Zimberg and wife, Pamela C. Zimberg**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that He/She/They executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 15th day of October, 2003.

Notary Public

My Commission Expires:

My Commission Expires
NOV. 29, 2003

Davidson County DEEDWARR
Recvd: 10/17/03 10:59 2pgs
Fees:13.00 Taxes:780.70

20031017-0153990

EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot No. 69 on the Plan of South Colony at River Bend, Phase 1 as of record in Plat Book 6900, page 271, Register's Office for Davidson County, Tennessee to which plan reference is made for a more complete description.

Being the same property conveyed to Andrew S. Zimberg and wife, Pamela C. Zimberg by deed dated August 15, 1996 from Kenneth Wayne Jones and wife, Carolyn A. Jones of record in Book 10159, page 75, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1) 2003 City/County Taxes, now due and payable which have been prorated by the parties and assumed by the Grantee;
2) Restrictive covenants contained in an instrument of record in Book 5349, page 921; Book 6474, page 354 and Book 6486, page 588, Register's Office for Davidson County, Tennessee, (omitting therefrom any covenants, conditions or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenants, conditions or restriction (a) is exempt under Title 42 of the United States Code; or (b) relates to handicap, but does not discriminate against handicapped persons);
3) Declaration of Covenants, Conditions, By-Laws and Restrictions for South Colony at Riverbend, of record in Book 7199, page 199 as amended in Book 9792, page 20 and Book 9792, page 24, Register's Office for Davidson County, Tennessee, (omitting therefrom any covenants, conditions or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenants, conditions or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons);
4) Amended By-Laws of South Colony at River Bend Homeowners' Association of record in Book 7781, page 645, Register's Office for Davidson County, Tennessee;
5) Dedication of common area to South Colony at River Bend Homeowners' Association of record in Book 7781, page 637, Register's Office for Davidson County, Tennessee; Charter of Incorporation of South Colony at River Bend Homeowners' Association, Inc. of record in Book 8748, page 816, Register's Office for Davidson County, Tennessee;
6) Terms and limitations imposed by Tennessee Horizontal Property Act, T.C.A. Sections 66-27-101, et. Seq.;
7) Easement to Harpeth Valley Utility District for Williamson and Davidson Counties, Tennessee, of record in Book 6613, page 536, Register's Office for Davidson County, Tennessee;
8) All matters appearing on the Plan of record in Plat Book 6900, page 271, Register's Office for Davidson County, Tennessee.