PREPARED BY (AND RETURN TO):

WILKINS & IVEY
Attorneys At Law

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W & I Ref: DM Title No: 45148

Dav. Co. File: Box 8

Davidson County DEEDWARR
Recvd: 10/31/03 13:24 3pgs
Fees:18.00 Taxes:148.00
20031031-0160229

ADDRESS NEW OWNER:	**RESPONSIBLE FOR TAX PAYMENT:**
Highmark Construction Group, Inc. 506 Bobby Drive Franklin, Tennessee 37069	same

TAX MAP-PARCEL NUMBERS: 131-05-C-600

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$40,000.00,** cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Elaine Topping, unmarried,** hereinafter called the **Grantor,** has bargained and sold, and by these presents does hereby transfer and convey unto **Highmark Construction Group, Inc.** hereinafter called the **Grantee,** Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

A Condominium Apartment in Davidson County, Tennessee, being Unit No. 600 of the Hillsboro Condominium, a horizontal property regime pursuant to the Tennessee Horizontal Property Act, as shown on the Plan to the Master Deed of record in Book 6250, page 699, and as further set out in Exhibit "B" to the Master Deed and By-Laws of record in Book 6822, Page 721, said Register's Office for said County, to which source reference is hereby made for more complete details of description, together with the said apartment's appurtenant undivided interest in the general and limited common elements of the Condominium.

Being the same property conveyed to Elaine Topping, a single person by deed from First American National Bank of record in Book 10035, page 149 Register's Office for said County.

Description Reference: Described from information contained in recorded condominium documents.

This conveyance is subject to: Taxes for 2004, and subsequent years; The Plan, with Owner's Certificate, of record in Plat Book 6250, Page 699, and as further set out in Exhibit "B" to the Master Deed and By-Laws of record in Book 6822, page 721, said Register's Office, which Plan shows a minimum building setback lines and easements, and to which Plan reference is hereby made for a more complete description. Subject to the provisions of the condominium Master Deed of record in Book 6822, page 721, Book 6566, page 4, Book 6465, page 872, Book 6609, page 880, Master Deed 6682, Page 778, Book 6616, page 483, Book 6650, page 10, Book 6822, page 747, Book 6609, page 864, Book 6465, page 867, Book 6609, page 867, Book 6609, page 855, Book 6702, page 330, Book 4161, page 814, Book 6229, page 484, Book 4377, page 710, Book 6303, page 601, Book 4403, page 627, said Register's Office, which submits said property to a Horizontal Property Regime pursuant to the provisions of the Tennessee Horizontal Property Act and sets forth restrictions, assessments, liens and other matters, to which Master Deed reference is hereby made for more particulars. Subject to terms and conditions of storm water detention agreement by and between Hillsborough Harding Joint Venture and the Metropolitan Government of Nashville and Davidson County, dated September 25, 1985, of record in Book 6702, page 330, said Register's Office.

This instrument is executed on behalf of by Thomas M. Carpenter as Attorney in Fact pursuant to a Power of Attorney being recorded simultaneously herewith. The affidavit of said Attorney in Fact is attached as "Exhibit A' to this instrument and incorporated herein by reference.

This is improved property, known as: 600 Clayborne Court, Nashville, Tennessee 37215

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, Grantee's heirs or assigns, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seised and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out.

GRANTOR FURTHER COVENANTS and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS THE EXECUTION HEREOF this 29th day of October, 2003 .

Elaine Topping

Elaine Topping by Thomas M. Carpenter, Atty-In-Fact

State of TENNESSEE
County of WILLIAMSON

On this 29th day of October, 2003, before me the undersigned authority, personally appeared , to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged the execution as a free act and deed.

My Commission Expires: _____ Notary

State of TENNESSEE
County of WILLIAMSON

AFFIDAVIT

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is: $40,000.00

Affiant

Sworn and subscribed before me this 29th day of October, 2003

Notary Public

My Commission Expires: SHAWN K. BENNETT NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires MAR. 31, 2007

Wldoc: Deed Wty—12/92

State of Tennessee
County of Williamson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named , **Thomas M. Carpenter** with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument on behalf of , as Attorney-in-Fact, as the free act and deed of the said Principal(s).

Witness my hand and official seal at Nashville, Tennessee, this 29th day of October, 2003

Notary Public

My Commission Expires:

SHAWN K. BENNETT NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires MAR. 31, 2007

EXHIBIT "A"
To
Warranty Deed

FROM: Elaine Topping, unmarried

TO: Highmark Construction Group, Inc.

State of Tennessee
County of Williamson

AFFIDAVIT

The undersigned Affiant, being first duly sworn, deposes and says as follows:

1. That the document to which this affidavit is exhibited is executed by the undersigned as attorney-in-fact for the principal(s) thereon shown.

2. That this execution is proper and within the scope of the power-of-attorney referenced in the instrument.

3. Pursuant to the provisions of *Tennessee Code Annotated,* Section 34-6-105(c), of the Uniform Durable Power of Attorney Act, the undersigned Affiant certifies that at the time of execution of said document the Affiant had no knowledge or notice of the termination of the power-of-attorney, either by revocation or by a principal's death, disability, or incapacity.

Further the Affiant Saith not.

Thomas M. Carpenter, Affiant

Sworn to and subscribed before me this
29th day of October, 2003

Notary Public

My Commission Expires:

SHAWN K. BENNETT NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires MAR. 31, 2007