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. 21818-09-2003** 9B	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $172,000.00. Affiant Subscribed and sworn to before me, 14th day of November, 2003. NOTARY PUBLIC AT LARGE J. Michael Morgan My Commission Expires July 30, 2005 STATE OF TENNESSEE Notary Public Davidson County DEEDWARR Recvd: 11/20/03 15:11 2pgs Fees:13.00 Taxes:636.40 20031120-0169605

WARRANTY DEED

Address New Owner: Mary Kay Pruitt 105 Hillsboro Place Nashville, TN 37215	**Send Tax Bills To:** New Owner	**Tax Information:** Map No.117.03 Parcel No. 105.00 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, **Joanna L. Carter, Unmarried**, ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Mary Kay Pruitt and Penny Paulette Flippo, Joint Tenants with Right of Survivorship** ("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 **105 Hillsboro Place, Nashville, TN, 37215**

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 14th day of November, 2003.

Joanna L. Carter

STATE OF TENNESSEE, COUNTY OF DAVIDSON *SS.:*

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, **Joanna L. Carter**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 14th day of November, 2003.

Notary Public

My Commission Expires:

NOTARY PUBLIC AT LARGE
J. Michael Morgan
My Commission Expires
July 30, 2005
STATE OF TENNESSEE

EXHIBIT "A"

Land in Davidson County, Tennessee, bieng Unit No. 105 on the Plan of Hillsboro Place Condominiums of record in Plat Book 5200, page 725, amended in Book 5200, pages 757 and 758, Register's Office for said County, to which plan reference is made for a more complete description, together with the appurtenant interest in the common elements of Hillsboro Place Condominiums, a horizontal property regime established by Master Deed of record in Book 6244, page 394, as amended in Book 6285, page 209, said Register's Office.

Bieng the same property conveyed to Joanna L. Carter by deed dated January 23, 1997 from Annamarie Geppert, now Hellebusch of record in Book 10345, page 572, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1) 2003 City/County Taxes, which have been paid by the Grantor and prorated by the parties;
2) Subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property;
3) Charter of Incorporation of Hillsboro Place Homeowners Association, Inc. of record in Book 6265, page 260, Register's Office for Davidson County, Tennessee.
4) Covenants, Conditions, Restrictions and Agreements, including the agreement to pay assessments for the maintenance of common areas, contained in the Master Deed for Hillsboro Place, of record in Book 6244, page 394 and amended in Book 6285, page 209, Register's Office for Davidson County, Tennessee.
5) Terms and limitations imposed by Tennessee Horizontal Property Act, T.C.A. § 66-27-101, et seq.
6) Easements to the Metropolitan Government of Nashville and Davidson County for sanitary sewers and/or storm drainage, of record in Book 3531, page 592 and Book 3965, page 909 and Book 4158, page 34, Register's Office for Davidson County, Tennessee.
7) All matters appearing on the Plan of record in Plat Book 5200, page 725 and amended in Book 5200, pages 757 and 758, Register's Office for Davidson County, Tennessee.
8) Easement for Road access and parking of record in Book 4240, page 209 and Book 5221, page 681, Register's Office for Davidson County, Tennessee.
9) Easement for Achor Easement of record in Book 5870, page 33, Register's Office for Davidson County, Tennessee.
10) Easement for Public Utilities of record in Book 4653, page 915 and Book 4633, page 468, Register's Office for Davidson County, Tennessee.
11) Storm water detention agreement of record in Book 6128, page 852, Register's Office for Davidson County, Tennessee.