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. 21904-10-2003** **~~SB~~**	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $169,000.00. Affiant Subscribed and sworn to before me, 8th day of December, 2003. Notary Public My Commission Expires: 6-9-07 Davidson County DEEDWARR Recvd: 12/29/03 14:16 2pgs Fees:13.00 Taxes:625.30 20031229-0183214

NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN. SANDY L. LOCKE

WARRANTY DEED

Address New Owner: James Charles O'Brien, III 306 Rose Hall Nashville, TN 37212	**Send Tax Bills To:** ABN AMRO Group, Inc PO Box 5064 Troy, MI 48084	**Tax Information:** Map No.104.06 Parcel No. 306.00 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, **Charles Phillip Lowe, Jr., Unmarried** ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **James Charles O'Brien, III.** ("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 **306 Rose Hall, Nashville, TN, 37212**

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 31st day of October, 2003.

Charles Phillip Lowe, Jr.

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

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

Witness my hand, at office, this 8th day of December, 2003.

Notary Public

My Commission Expires:

J. MICHAEL MORGAN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

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

EXHIBIT "A"

Land in Davidson County, Tennessee, being Unit No. 306 on the Plan of Rose Hall of record in Plat Book 6900, page 379, Register's Office for said County, which amends Lots 37, 38, 39, 40 and 41 of Bransford Realty Company's West End Avenue Place of record in Book 332, page 15, to which plan reference is made for a more complete description, together with the appurtenant interest in the common elements of Rose Hall, a horizontal property regime established by Master Deed of record in Book 7307, page 760, said Register's Office.

Being the same property conveyed to Charles Phillip Lowe, Jr., unmarried by deed dated July 8, 1997 from Robert P. Thomas of record in Book 10523, page 536, 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) Covenants, Conditions, Restrictions and Agreements, including the agreement to pay assessments for the maintenance of common areas, contained in the Master Deed for Rose Hall, of record in Book 7307, page 760, Register's Office for Davidson County, Tennessee.
4) Terms and limitations imposed by Tennessee Horizontal Property Act, T.C.A. § 66-27-101, et seq.
5) All matters appearing on the Plan of record in Plat Book 332, page 15, Register's Office for Davidson County, Tennessee.
6) All matters appearing on the Plan of record in Plat Book 6900, page 379, Register's Office for Davidson County, Tennessee.