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. 22597-03-2004** File Box 9B	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $353,000.00 Affiant Subscribed and sworn to before me this 28th day of April, 2004. Notary Public My Commission Expires: NOTARY PUBLIC AT LARGE April N. Provo My Commission Expires Sept. 24, 2005 STATE OF TENNESSEE

WARRANTY DEED

Address New Owner: Alton Ross, Jr. 674 Timber Lane Nashville, TN 37205	**Send Tax Bills To:** New Owner	**Tax Information:** Map No.117.02-0C Parcel No. 038.00 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, **Joan Grace McEwen, Unmarried**, ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Alton Ross, Jr.** ("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 674 Timber Lane, 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 28th day of April, 2004.

Joan Grace McEwen

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, **Joan Grace McEwen,** 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 28th day of April, 2004.

Notary Public

My Commission Expires:

NOTARY PUBLIC AT LARGE April N. Provo My Commission Expires Sept. 24, 2005 STATE OF TENNESSEE

Davidson County DEEDWARR
Recvd: 05/03/04 16:14 2pgs
Fees:13.00 Taxes:1306.10

20040503-0050263

EXHIBIT "A"

Land in Davidson County, Tennessee, being Unit No. 38 together with carport designated as No. 38A, on the Plan of Regency Park, of record in Plat Book 3700, pages 111 and 112, 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 The Association of Owners of the Regency Park Condominiums, a horizontal property regime established by Master Deed and By-Laws of record in Book 3815, page 778, amended in Book 4364, page 381, Book 4767, page 431, Book 5673, page 429, Book 6047, page 201, Book 7662, page 942, Book 7728, page 343, Book 9746, page 83 and Book 11288, page 513, and Instrument No. 20031029-0159210, said Register's Office.

Being the same property conveyed to Joan Grace McEwen, Unmarried by deed dated, August 6, 1999, from Margaret Allen Kennedy Brown Trust and the Peter Munro Kennedy Trust and the Estate of Elizabeth B. Kennedy of record in Book 11613, page 652, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. 2004 City/County Taxes which have been prorated by the parties and assumed by the Grantee(s);
2. Charter of Incorporation of The Association of Owners of The Regency Park Condominium of record in Book 8129, page 118, amended in Book 850, page 717, Register's Office for Davidson County, Tennessee;
3. Covenants, Conditions, Restrictions and Agreements, including the agreement to pay assessments for the maintenance of common areas, contained in the Master Deed (and By-Laws) for The Association of Owners of the Regency Park Condominium, of record in Book 3815, page 778, amended in Book 4364, page 381, Book 4767, page 431, Book 5673, page 429, Book 6047, page 201, Book 7662, page 942, Book 7728, page 343, Book 9746, page 83 and Book 11288, page 513, and Instrument No. 20031029-0159210, 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. Easements to the Metropolitan Government of Nashville and Davidson County for sanitary sewers and/or storm drainage, of record in Book 4067, page 947, Register's Office for Davidson County, Tennessee;
6. All matters appearing on the Plan of record in Plat Book 3700, pages 111 and 112, Register's Office for Davidson County, Tennessee;
7. Repurchase and Option Agreement recorded in Book Book 3907, page 839, Counterpart of record in Book 5097, page 644, Register's Office for Davidson County, Tennessee.