WARRANTY DEED

Davidson County DEEDWARR
Recvd: 08/02/04 09:46 2pgs
Fees:13.00 Taxes:599.03

20040802-0091999

State of Tennessee
County of Davidson

File No.: 2606-1

The actual consideration or value, whichever is greater, for this transfer is **$161,900.00.**

Donna C. Pinard
Affiant

Subscribed and sworn to before me, this the 28th day of July, 2004.

Notary Public

My commission expires: 11-26-2005

SUSAN FRENSLEY NEWTON NOTARY PUBLIC AT LARGE DAVIDSON CO., TENN. (AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
John T. Cook, P.C.
2927 Berry Hill Drive, Nashville, TN 37204-3126

Address of New Owner(s) as follows:	Send Tax Bills To:	Map-Parcel Numbers
Christopher T. Broander	Bank of America	**171-03-0-B-292co**
601 Old Hickory Blvd., #109	8300 Norman Center Dr Ste 1000	
Brentwood, TN 37027	Bloomington, MN 55437-1091	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE,

Andrew T. Johnson and wife, Shannon L. Painter Johnson

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO

Christopher T. Broander, unmarried

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

BEING a certain Condominium Apartment in Davidson County, Tennessee, being Unit No. 54 on the Plan of Phase Two, Section Seven, Townhomes of Fredericksburg, a Horizontal Property Regime, created under Title 66, Section 27-101, et seq. as amended, Tennessee Code Annotated, and as established by Declaration of Covenants, Conditions and Restrictions of record in Book 11550, Page 531, Register's Office for Davidson County, Tennessee, including without limitation the By-Laws appended thereto, of record in Book 11550, Page 554, said Register's Office, together with the undivided percentage interest in the Common Elements appurtenant to said Unit, as set forth in said Declarations. Reference is hereby made to the plan of Townhomes of Fredericksburg, of record in Book 9700, Page 957, said Register's Office, for a more complete identification and description of such Unit.

BEING the same property conveyed to Andrew T. Johnson and Shannon L. Painter, by Warranty Deed from Jolene McKenzie, an unmarried woman, of record in Instrument No. 20010626-0067475, Register's Office for Davidson County, Tennessee.

THIS conveyance is subject to all the provisions of the Tennessee "Horizontal Property Act" as the same is set out in Section 66-27-101 et seq. of the Tennessee Code Annotated, and is subject to the provisions and requirements thereof; and is subject to the By-Laws for the administration thereof, of record aforementioned; also subject to easements, rights and interest in favor of other unit owners and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through or upon the land embracing the regime and building thereon; and also including without limitations all conditions, covenants, restrictions, options, burdens, assessments, and other undertakings contained in the Declarations establishing a Horizontal Property Regime of Townhomes of Fredericksburg, of record aforementioned; easements and setback lines as set forth on the above plan of record; and taxes for the current year which have been prorated and assumed by the Grantee herein.

THIS instrument is being executed in behalf of Shannon L. Painter Johnson pursuant to a Power of Attorney executed by same on the 28th day of July, 2004, and being filed for record simultaneously herewith, of record in Instrument No.: 20040802-0091998, Register's Office for Davidson County, Tennessee.

This is Improved (X) Unimproved (____) property, known as: **601 Old Hickory Blvd., #109, Brentwood, TN 37027**

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further convenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this **28th** day of **July, 2004.**

Andrew T. Johnson

SHANNON L PAINTER JOHNSON

Shannon L. Painter Johnson
By: Andrew T. Johnson, Attorney-in-fact
ATTY-IN-FACT

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

Witness my hand and official seal at Nashville, Tennessee, this **28th** day of **July, 2004.**

Notary Public

JOHN T. COOK NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TN

My Commission Expires: 4/10/05

Comm. Expires 04/10/05

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 28th day of July, 2004, before me personally appeared Andrew T. Johnson, to me known to be the person who executed the foregoing instrument (or proved to me on the basis of satisfactory evidence), and acknowledged that he executed the same as the free act and deed of the said Shannon L. Painter Johnson.

Witness my hand and official seal at Nashville, Tennessee, this 28th day of July, 2004.

Notary Public

JOHN T. COOK NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TN

My Commission Expires: 4/10/05

Comm. Expires 04/10/05