39-B

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. 23241-08-2004**	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $223,500.00 Affiant Subscribed and sworn to before me this 20th day of August, 2004. Notary Public My Commission Expires: 3/25/06

WARRANTY DEED My Commission Expires

Address New Owner: Leland K. Kass 3035 Woodlawn Drive Nashville, TN 37205	**Send Tax Bills To:** First Horizon P.O. Box 146 Memphis TN 38101	**Tax Information:** Map No.117.02-0D Parcel No. 013.00 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, **Kristine Ruth Ketcham, unmarried a/k/a Kristine R. Ketcham**, ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Leland K. Kass, unmarried** ("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 3035 Woodlawn Drive, Nashville, TN 37205

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 20th day of August, 2004.

Kristine Ruth Ketcham

STATE OF FLORIDA, COUNTY OF DUVAL SS.:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, **Kristine Ruth Ketcham, unmarried a/k/a Kristine R. Ketcham**, 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 20th day of August, 2004.

Notary Public

My Commission Expires: 8-12-07

Donna K. Bedel
My Commission DD236215
Expires August 12, 2007

Davidson County DEEDWARR
Recvd: 08/26/04 12:29 2pgs
Fees:13.00 Taxes:826.95

20040826-0103409

EXHIBIT "A"

Land in Davidson County, Tennessee, being Unit No. 13 on the Plan of The Clairmont Condominiums, of record in Plat Book 6200, page 551, 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 Clairmont, a horizontal property regime established by Master Deed of record in Book Book 7096, page 940, amended in Book 7108, page 98, reinstated in Book 8263, page 703, said Register's Office.

Being the same property conveyed to Kristine Ruth Ketcham, unmarried a/k/a Kristine R. Ketcham by deed dated 05/12/03 from Suzanne E. Jankowski, unmarried of record in Instrument No. 20030519-0067734, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. 2004 City/County Taxes which have been prorated and assumed by the Grantee.
2. By-Laws of The Clairmont, of record in Book 7096, page 948, amended in Book 7117, page 70 and in Book 7637, page 319, and reinstated in Book 8263, page 703, Register's Office for Davidson County, Tennessee.
3. Charter of Incorporation of The Clairmont Homeowner's Association of Nashville of record in Book 7137, page 826, amended in Book 7960, page 128, Book 8168, page 430, and Book 8172, page 28, 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 (and By-Laws) for The Clairmont, of record in Book 7096, page 940, amended in Book 7108, page 98, reinstated in Book 8263, page 703, 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 4067, page 943, Register's Office for Davidson County, Tennessee.
7. All matters appearing on the Plan of record as Book 6200, page 551, Register's Office for Davidson County, Tennessee.