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. 23279-08-2004** File Box 9B	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $90,200.00. Affiant Subscribed and sworn to before me this 3rd day of September, 2004. Notary Public My Commission Expires: _____

ELIZABETH J. SMITH NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires NOV. 24, 2007

WARRANTY DEED

Address New Owner:	Send Tax Bills To:	Tax Information:
~~Susan Garner~~ Kenneth & Peggy Garner ~~2601 Hillsboro Road #N-4~~ 218 Diane Drive ~~Nashville, TN 37215~~ Madison, TN 37115	~~New Owner~~ Union Planters Bank 2019 Richard Jones Rd ~~Nashville, TN 37215~~	Map No.117.03-0B Parcel No. 210.00 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, **James F. Fitzpatrick**, unmarried ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Kenneth D. Garner and Peggy W. Garner, husband and wife,**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 2601 Hillsboro Road #N-4, 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 3rd day of September, 2004.

James F. Fitzpatrick

Davidson County DEEDWARR
Recvd: 09/14/04 14:36 2pgs
Fees:13.00 Taxes:333.74

20040914-0110869

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, **James F. Fitzpatrick**, 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 3rd day of September, 2004.

Notary Public

My Commission Expires: _____

ELIZABETH J. SMITH NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires NOV. 24, 2007

EXHIBIT "A"

Land in Davidson County, Tennessee, being Unit No. N-4 on the Plan of Revised the Villager Condominium Apartments, of record in Plat Book 5200, page 201, 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 Villager Condominium, a horizontal property regime established by Master Deed of record in Book 5434, page 665, corrected in Book 5487, page 967, said Register's Office.

Being the same property conveyed to James F. Fitzpatrick, unmarried by deed dated 8/6/79 from Andrews Properties, Inc. and Cherokee Properties, Inc. of record in Book 5478, page 369, 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 Grantees.
2. Charter of Incorporation of Villager Homeowner's Association, Inc. of record in Book 5441, page 815, 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 Villager Condominium, of record in Book 5434, page 665, corrected in Book 5487, page 967, 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 as Book 5200, page 201, Register's Office for Davidson County, Tennessee.