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. 23487-10-2004** File Box 9-B	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $310,000.00 Affiant Subscribed and sworn to before me this 20th day of October, 2004. Notary Public My Commission Expires:

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

My Commission Expires NOV. 24, 2007

WARRANTY DEED

Address New Owner: Arthur K. Lowen 3805 Abbott Martin Road Unit C Nashville, TN 37215	**Send Tax Bills To:** ~~New Owner~~ Arthur K. Lowen 201 4th Ave North #1830 Nashville, TN 37219	**Tax Information:** Map No.116.12-0H Parcel No. 003.00 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, **Katherine L. Johnston and husband, Brian A. Johnston**, ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Arthur K. Lowen,** Single ("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 3805 Abbott Martin Road, Unit C, Nashville, Tennessee 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 20th day of October, 2004.

Katherine L. Johnston

Brian A. Johnston

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

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

Witness my hand, at office, this 20th day of October, 2004.

Notary Public

My Commission Expires:

Davidson County DEEDWARR
Recvd: 10/21/04 13:51 2pgs
Fees:13.00 Taxes:1147.00
20041021-0126909

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. 3805-C, together with the appurtenant interest in the common elements of Abbott Glen Condominium, a horizontal property regime established by Master Deed, of record in Book 8133, page 503, Register's Office for Davidson County, Tennessee, said Unit being depicted on the Condominium Site Plan attached as Exhibit "A-2" to the aforementioned Master Deed.

Being the same property conveyed to Katherine L. Johnston and husband, Brian A. Johnston by deed dated November 5, 2003 from Gregg T. Tarquinio and wife, Louise A. Mawn of record in Instrument No. 20031113-0166333, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. Charter of Incorporation of Abbott Glen Condominium Association of record in Book 8130, page 125;
2. 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 Abbott Glen Condominium, of record in Book 8133, page 503;
3. Terms and limitations imposed by Tennessee Horizontal Property Act, T.C.A. § 66-27-101, et seq.; and
4. Indemnity Agreement recorded in Book 8148, page 375, Register's Office for Davidson County, Tennessee.