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. 23560-10-2004** File Box 9B	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $133,500.00. Affiant Subscribed and sworn to before me this 12th day of November, 2004. Notary Public My Commission Expires:

GEORGE E. MUDTER, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires JULY 19, 2008

WARRANTY DEED

Address New Owner:	**Send Tax Bills To:**	**Tax Information:**
Frank M. Tamplin 5025 Hillsboro Road #17-J Nashville, TN 37215	Capital Bank and Trust 1820 West End Ave. Nashville, TN 37203	Map No.131.01-0D Parcel No. 136.00

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, **Joseph H. Torrence and wife, Ellen H. Torrence**, ("Grantor"), have this day bargained and sold, and does hereby transfer and convey to **Frank M. Tamplin, unmarried** ("Grantee"), his 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 5025 Hillsboro Road #17-J, 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 12th day of November, 2004.

Joseph H. Torrence

Ellen H. Torrence *

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, **Joseph H. Torrence and Ellen H. Torrence**, 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.

* Ellen C. Torrence being one and the same as Ellen H. Torrence.

Witness my hand, at office, this 12th day of November, 2004.

Notary Public

My Commission Expires:

GEORGE E. MUDTER, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires JULY 19, 2008

Davidson County DEEDWARR
Recvd: 11/16/04 14:47 2pgs
Fees:13.00 Taxes:493.95

20041116-0137667

EXHIBIT "A"

Land in Davidson County, Tennessee, being Unit No. 136 also known as Apt. No. 17-J on the Plan of Georgetown Condominium Apartments, of record in Plat Book 5200, page 4, 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 5025 Hillsboro Homeowners Association, a horizontal property regime established by Master Deed and By-Laws of record in Book 5211, page 325, amended in Book 5616, page 133, and Book 6079, page 516, said Register's Office.

Being the same property conveyed to Joseph H. Torrence etux Ellen H. Torrence by deed dated 8/31/2001 from Robert S. King of record in Instrument No. 20010904-0095537, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. 2004 City/County Taxes which have been paid, prorated and assumed by the Grantee .
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 5025 Hillsboro Homeowners Association, of record in Book 5211, page 325, amended in Book 5616, page 133 and Book 6079, page 516, Register's Office for Davidson County, Tennessee. (Appointment of Successor Trustee in Book 10225, page 413)
3. Easements to the Metropolitan Government of Nashville and Davidson County for sanitary sewers and/or storm drainage, of record in Book 4308, page 575, Register's Office for Davidson County, Tennessee.
4. All matters appearing on the Plan of record as Book 5200, page 4, Register's Office for Davidson County, Tennessee.
5. Easement for overhead lines of record in Book 7873, page 859, Register's Office for Davidson County, Tennessee.