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. 23671-11-2004** File Box 9B	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $193,000.00. Affiant Subscribed and sworn to before me this 3rd day of December, 2004. Notary Public My Commission Expires:

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:**
Mary Jean Tomlin Richard W. Tomlin Michael R. Langston 4225 Harding Pike, #503 Nashville, TN 37205	Cumberland Bank 810 Crescent Ctr. Drive Suite 320 Franklin, Tennessee 37067	Map No.103.15-0C Parcel No. 503.00-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, **Muriel Gerrie McDowell, unmarried** ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Richard W. Tomlin, an unmarried man, Mary Jean Tomlin, an unmarried woman, and Michael R. Langston, an umarried man,** a 1/3**undivided interest*as joint tenants with rights of survivorship** ("Grantee"), its successors, heirs and assigns, all that tract or parcel of land in Davidson County, Tennessee, more particularly described on Exhibit "A" hereto. *each

This is improved property located at 4225 Harding Pike, #503, 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 3rd day of December, 2004.

Muriel Gerrie McDowell

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, **Muriel Gerrie McDowell**, 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 3rd day of December, 2004.

Notary Public

My Commission Expires:

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires NOV. 24, 2007

Davidson County DEEDWARR
Recvd: 12/08/04 14:04 2pgs
Fees:13.00 Taxes:714.10

20041208-0146470

EXHIBIT "A"

Land in Davidson County, Tennessee, being Unit No. 503 on the Plan of Wellington Arms, of record in Plat Book 5200, page 316, 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 Wellington Arms Condominium, a horizontal property regime established by Master Deed of record in Book 5721, page 241, corrected in Book 5740, page 897, amended in Instrument No. 20001205-0119242, said Register's Office.

Being the same property conveyed to Muriel Gerrie McDowell, unmarried by deed dated December 28, 1997 from J. Douglas Self, Jr., unmarried of record in Book 10742, page 428, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. 2004 City/County Taxes which have been paid by the Grantor(s) and prorated by the parties.
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 Wellington Arms Condominium, of record in Book 5721, page 241, corrected in Book 5740, page 897 and amended in Instrument No. 20001205-0119242, Register's Office for Davidson County, Tennessee.
3. Terms and limitations imposed by Tennessee Horizontal Property Act, T.C.A. § 66-27-101, et seq.
4. All matters appearing on the Plan of record as Book 5200, page 316, Register's Office for Davidson County, Tennessee.
5. Easement for sanitary sewers of record in Book 7692, page 861, Register's Office for Davidson County, Tennessee.