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. 24004-03-2005**	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $125,757.00. Affiant Subscribed and sworn to before me this 15th day of April, 2005. NOTARY PUBLIC AT LARGE Notary Public J. Michael Morgan My Commission Expires July 30, 2005 STATE OF TENNESSEE Davidson County DEEDWARR Recvd: 04/20/05 12:31 2 pgs Fees:13.00 Taxes:465.30 20050420-0043946

WARRANTY DEED

Address New Owner: William C. Miller 624 Second Avenue South Nashville, TN 37210	**Send Tax Bills To:** New Owner	**Tax Information:** Map No.93.11-0C Parcel No. 017.00 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, **Brian T. Gilbert**, married ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **William C. Miller, 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 624 Second Avenue South, Nashville, TN 37210

Melinda Gilbert joins in this conveyance to convey any and all marital interest she may have in the above referenced property.

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 15th day of April, 2005.

Brian T. Gilbert

Melinda Gilbert

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

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

Witness my hand, at office, this 15th day of April, 2005.

Notary Public

My Commission Expires: _____

NOTARY PUBLIC
AT LARGE
J. Michael Morgan
My Commission Expires
July 30, 2005
STATE OF TENNESSEE

EXHIBIT "A"

Land in Davidson County, Tennessee, being Unit No. 17 on the Plan of Rutledge House Condominiums, of record in Plat Book 6200, page 18, amended in Book 11700, page 26, 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 Rutledge House, a horizontal property regime established by Master Deed of record in Book 11687, page 739, said Register's Office.

Being the same property conveyed to Brian T. Gilbert, an unmarried person by deed dated 6/21/2002 from Eric A. Watson, a married person of record in Instrument No. 20020624-0075655, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. 2005 County Taxes which have been prorated and assumed by the Grantees.
2. Charter of Incorporation of Rutledge House Condominiums Owner's Assoc. of record in Book 11687, page 735, 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 Rutledge House Condominiums, of record in Book 11687, page 739, 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. Easements to the Metropolitan Government of Nashville and Davidson County for sanitary sewers and/or storm drainage, of record in Book 6807, page 851, Register's Office for Davidson County, Tennessee.
6. All matters appearing on the Plan of record as Book 6200, page 18, amended in Book 11700, page 26, Register's Office for Davidson County, Tennessee.
7. Easement of record in Book 6616, page 614, Register's Office for Davidson County, Tennessee.
8. Rutledge Hill Redevelopment Plan. recorded in Book 7084, page 983, amended in Book 10512, page 464, and Book 10512, page 477, Register's Office for Davidson County, Tennessee.
9. Facade guidelines recorded in Book 7631, page 606, Register's Office for Davidson County, Tennessee.