This Instrument Prepared By:
Heritage Title & Escrow Co., Inc.
123 Fifth Ave. North
Franklin, TN 37064

Map 93-11-C Parcel 35.00 CO

Davidson County DEEDWARR
Recvd: 08/08/05 10:59 3 pgs
Fees:18.00 Taxes:684.50
20050808-0093178

Send Tax Statements To:	Name/Address New Owner:	Name of Mortgagee:
CUMBERLAND BANK	KRIS J. KINSLOW	CUMBERLAND BANK
810 Crescent Centre Drive,	2 Middleton Street	
Franklin, TN 37067	Nashville, TN 37210	

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, ADAM MACDONALD and wife, LYDIA A. MACDONALD (formerly LYDIA A. LARA), have bargained and sold and by these presents do transfer and convey unto KRIS J. KINSLOW, his heirs and assigns forever, the following described property, to wit:

Land in Davidson County, Tennessee, being Unit No. 35 on the Plan of Rutledge House Condominiums, of record in Plat Book 6200, Page 318 and amended in Book 11700, Page 26, Register's Office for said County, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Adam MacDonald and Lydia A. Lara by Warranty deed from Rutledge House, Ltd. of record in Instrument No. 20010326-0028610, Register's Office for Davidson County, Tennessee. Lydia A. Lara and Lydia A. McDonald are one and the same person.

TO HAVE AND TO HOLD said tract of land, together with all improvements thereon and all appurtenances thereunto belonging unto the said Grantee, his heirs and assigns forever.

AND WE DO COVENANT with the said Grantee, his heirs and assigns, that Grantors are lawfully seized and possessed of said property, that we have a good and lawful right to sell and convey same, and that it is free from any lien or encumbrance whatsoever with the following exceptions:

1. 2005 Davidson County property taxes are a lien but not yet due and payable. These taxes have been prorated between the parties as of the date of this instrument with Grantee assuming responsibility for payment of same.

2. All matters as shown on the Plan of Rutledge House Condominiums of record in Plat Book 6200, page 318, as amended in Book 11700, page 26, Register's Office for Davidson County, Tennessee.

3. **Easement to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 6807, page 851, Register's Office for Davidson County, Tennessee.**

4. **Easement retained by Metropolitan Government of Nashville and Davidson County, Tennessee in Bill No. B6-851 of record in Book 6616, page 614, and in Bill No. 097-754, of record in Book 10512, page 477, and in Bill No. 097-755, of record in Book 10512, page 464, Register's Office for Davidson County, Tennessee.**

5. **This conveyance is made subject to all the provisions of the Tennessee "Horizontal Property Act" as the same is set out in Section 66-27-101 et seq. of the Tennessee Code Annotated, and is subject to the provisions and requirements thereof; and is subject to the By-Laws and Charter for the administration thereof; and is subject to easements rights and interest in favor of other unit owners and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through or upon the land embracing the regime and building thereon; and also including, without limitations all conditions, covenants, restrictions and options, burdens, assessments and other undertaking contained in the Master Deed of record in Book 11687, page 739, Register's Office for Davidson County, Tennessee.**

6. **Charter of Rutledge House Homeowners Association, Inc. of record in Book 11687, page 735, Register's Office for Davidson County, Tennessee.**

7. **Rights of others in and to the common areas and/or elements.**

AND WE DO FURTHER COVENANT and bind ourselves, our heirs and assigns, to warrant and defend the title thereto against the lawful claims and demands of all persons whomsoever.

IN TESTIMONY WHEREOF, we have hereunto set our signatures, this the 2nd day of August, 2005.

ADAM MACDONALD

LYDIA A. MACDONALD

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named ADAM MACDONALD and LYDIA A. MACDONALD, the bargainors, 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 and seal, at office, on this 2nd day of August, 2005.

My Commission Expires: July 20, 2008

CAROL L. McARTHUR NOTARY PUBLIC WILLIAMSON COUNTY, TN

Notary Public

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

I certify that the actual consideration or value, whichever is greater, for this transfer is the sum of $185,000.00.

Affiant

Sworn to and subscribed before me on this 2nd day of August, 2005.

My Commission Expires: July 24, 2008

Notary Public