PREPARED BY (AND RETURN TO):

WILKINS & IVEY
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Davidson County DEEDWARR
Recvd: 08/17/05 14:43 2 pgs
Fees:13.00 Taxes:2312.50
20050817-0097822

W & I Ref(_____) Title No: 46571
Dav. Co. File: Box 8

ADDRESS NEW OWNER:	**RESPONSIBLE FOR TAX PAYMENT:**
James H. Tucker Rosailia D. Tucker 601 Clayborne Court Nashville, Tennessee 37215	Bank of America 830 North Central Avenue St. Petersburg, Florida 33701

TAX MAP-PARCEL NUMBERS: 131-05-C-601

WARRANTY DEED
(Corporate)

FOR AND IN CONSIDERATION of the sum of **$625,000.00** , cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Highmark Construction Group, Inc.**, a corporation, hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **James H. Tucker and spouse, Rosailia D. Tucker** hereinafter called the **Grantee**, Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

A condominium Apartment in Davidson County, Tennessee, being Unit No. 601 of the Hillsborough Condominium, a horizontal property regime pursuant to the Tennessee Horizontal Property Act, as shown on the Plan to the Master Deed of record in Book 6250, Page 699, and as further set out in Exhibit "B" to the Master Deed and By-Laws of record in Book 6822, Page 721, said Register's Office for said County, to which source reference is hereby made for more complete details of description, together with the said apartment's appurtenant undivided interest in the general and limited common elements of the Condominium.

BEING part of the same property conveyed to Highmark Construction Group, Inc. by deed from Joyce Development Company, LLC, a corporation, of record in Document No. 20031031-0160231 Register's Office for Davidson County, Tennessee.

Description Reference: Described from information contained in recorded condominium documents.

This conveyance is subject to: Taxes for 2005, and subsequent years. Said taxes are neither due nor payable. Tax reference number: 131-05-C-601; The Plan, with Owner's Certificate, of record in Plat Book 6250, Page 699, and as set out in Exhibit "B" to the Master Deed and By-Laws of record in Book 6822, Page 721, said Register's Office, which Plan shows minimum building set back lines and easements and to which Plan reference is hereby made for a more complete description. Subject to the provisions of the condominium Master Deed of record in Book 6822, page 721, Book 6566, page 4, Book 6465 page 872, Book 6609, Page 880, Master Deed 6682, Page 778, Book 6616, Page 483, Book 6650, Page 10, Book 6822, Page 747, Book 6609, Page 864, Book 6465, Page 867, Book 6609, Page 867, Book 6609, Page 855, Book 6702, Page 330, Book 4161, Page 814, Book 6229, Page 484, Book 4377, Page 710, Book 6303, Page 601, Book 4403, Page 627, said Register's Office, which submits said property to a Horizontal Property Regime pursuant to the provisions of the Tennessee Horizontal Property Act and sets forth restrictions, assessments, liens and other matters, to which Master Deed reference is hereby made for more particulars. Subject to terms and conditions of storm water detention agreement by and between Hillsborough

Harding Joint Venture and the Metropolitan Government of Nashville and Davidson County, dated September 25, 1985, of record in Book 6702, Page 330 said Register's Office.

This is improved property, known as: 601 Clayborne Court, Nashville, Tennessee 37215

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, Grantee's heirs or assigns, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seised and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out.

GRANTOR FURTHER COVENANTS and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS THE EXECUTION HEREOF this 16th day of August, 2005.

Highmark Construction Group, Inc.

By: Wilson Mitchell Cone
Title: **Vice President**

State of TENNESSEE
County of DAVIDSON

Before me, the undersigned, personally appeared **Wilson Mitchell Cone** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged and was identified as **Vice President** (or other officer authorized to execute this instrument) of **Highmark Construction Group, Inc.**, the within named bargainor, a corporation, and the execution of the foregoing instrument as such officer for the purposes therein contained, by signing in the name of the corporation as such officer.

Witness my hand and official seal, at office in Davidson Tennessee this the 16th day of August, 2005.

My Commission Expires:

CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires JULY 21, 2007

Notary Public

State of TENNESSEE
County of DAVIDSON

AFFIDAVIT

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is: $625,000.00

Affiant

Sworn and subscribed before me this the 16th day of August, 2005.

CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires JULY 21, 2007

Notary Public

WIdoc: Deed Wty—12/92