WARRANTY DEED

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $293,000.00.

Affiant

Subscribed and sworn to me on August 26, 2005.

NOTARY PUBLIC

Davidson County DEEDWARR
Recvd: 08/31/05 13:58 2 pgs
Fees:13.00 Taxes:1084.10
20050831-0104419

KAY B. HOUSCH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN
My Commission Expires July 25, 2008

THIS INSTRUMENT WAS PREPARED BY:
Amy Adams Gowan
ORTALE, KELLEY, HERBERT & CRAWFORD
200 Fourth Avenue North
Nashville, TN 37219-0375
Our File #20982SP

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
Adolpho A. Birch 401 Bowling Avenue, #78 Nashville, TN 37205	SAME	104-13-A-70

FOR AND IN CONSIDERATION of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Joseph M. Hall, an unmarried person, hereinafter called **"GRANTOR,"** has bargained and sold, and by these presents does transfer and convey unto Adolpho A. Birch, hereinafter called **"GRANTEE,"** his heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Land in Davidson County, Tennessee, being Building Site No. 70, also designated as Unit No. 78 on the Plan of Richmeade Place, Section Four, a Planned Unit Development, of record in Plat Book 5210, page 16, in the Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete and accurate description.

Being the same property conveyed to Joseph M. Hall by Deed from Margaret M. Van Gilse, unmarried, of record as Instrument no. 20030821-0121827 in the Register's Office for Davidson County, Tennessee.

The conveyance of the above-described parcel of land is subject to the following:

1. 2005 Davidson County taxes which have been prorated by the parties and assumed by the Grantees; and
2. Subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property; and
3. Matters shown on Plan of record in Book 5210, page 16, in the Register's Office for Davidson County, Tennessee; and
4. Declaration of Covenants, Conditions, By-Laws and Restrictions for Richmeade Place of record in Book 4941, page 637, amended in Book 5036, page 338, supplemented in Book 5019, page 946, Book 5039, page 256, Book 5094, page 473, Book 5238, page 385, Book 5408, page 210, and Book 5733, page 628, in said Register' Office; and

5. By-Laws of Richmeade Place Homeowners' Association, Inc., of record in Book 4941, page 688, as amended in Book 5213, page 945, in said Register's Office; and
6. Charter of Incorporation of Richmeade Place Homeowners' Association, Inc., of record in Book 4942, page 633, in said Register's Office; and
7. Subject to the rights of others in and to the common areas; and
8. Subject to the lien for special assessments contained in the Declaration of Covenants, Conditions and Restrictions.

This property is also known as improved property located at 401 Bowling Avenue, #78, Nashville, TN 37205.

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, his heirs and assigns, forever, and GRANTOR does covenant with the said GRANTEE that he is lawfully seized 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; and GRANTOR does further covenant and bind himself, his heirs and assigns, to warrant and forever defend the title to the said land to the said GRANTEE, his heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS our hands on August 26, 2005.

Joseph M. Hall

Joseph M. Hall

STATE OF TENNESSEE, COUNTY OF DAVIDSON

On August 26, 2005, before me, the undersigned, personally appeared Joseph M. Hall to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and official seal on August 26, 2005.

Amy Adams Gowan

NOTARY PUBLIC

My Commission Expires: _____

NOTARY PUBLIC
AT LARGE
Amy Adams Gowan
My Commission Expires
November 25, 2006
STATE OF TENNESSEE