THIS INSTRUMENT PREPARED BY: **Mudter Morgan & Patterson** **Attorneys-at-Law** **2000 Richard Jones Road** **Suite 110** **Nashville, Tennessee 37215** **FTEC File No. 24684-08-2005** **Record & Return To:** **First Title and Escrow Company, Inc.** File Box 9B	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $371,900.00. Affiant Subscribed and sworn to before me this 30th day of September, 2005. Notary Public My Commission Expires:

GEORGE L. MUDTER JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires JULY 19, 2008

WARRANTY DEED

Address New Owner: David Massey Pack, Jr. Ann Dillon Pack 1009 Willoughby Way Nashville, TN 37221	**Send Tax Bills To:** Pinnacle National Bank 211 Commerce Street, Suite 300 Nashville, TN 37201	**Tax Information:** Map No.142.16-0A Parcel No. 042.00-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, **Douglas A. Lesky, Unmarried and Jeffrey R. Steele, Unmarried as Joint Tenants With Right of Survivorship**, ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **David Massey Pack, Jr. and wife, Ann Dillon Pack** ("Grantee"), its 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 1009 Willoughby Way, Nashville, TN 37221

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 30th day of September, 2005.

Douglas A. Lesky

Jeffrey R. Steele

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, **Douglas A. Lesky and Jeffrey R. Steele**, 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, at office, this 30th day of September, 2005.

Notary Public

My Commission Expires:

GEORGE L. MUDTER JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires JULY 19, 2008

Davidson County DEEDWARR
Recvd: 10/07/05 15:05 2 pgs
Fees:13.00 Taxes:1376.03

20051007-0121699

EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot No. 42 on the Plan of Devon Park Phase One, as of record in Plat Book 5200, pages 670, 671 and 672, Register's Office for Davidson County, Tennessee to which plan reference is made for a more complete description.

Being the same property conveyed to Douglas A. Lesky and Jeffrey R. Steele as Joint Tenants With Right of Survivorship by deed dated June 28, 1999 from Steve Sharpton and wife, Shellye Sharpton of record in Book 11564, page 821, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. 2005 City/County taxes which have been paid by the Grantor and prorated by the parties.
2. Declaration of Covenants, Conditions and Restrictions for Devon Park of record in Book 6176, page 7 and amended in Book 6541, page 542 and Book 6967, page 156, Register's Office for Davidson County, Tennessee, (omitting therefrom any covenants, conditions or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenants, conditions or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons).
3. By-Laws of Devon Park Homeowners Association, of record in Book 8276, page 53, Register's Office for Davidson County, Tennessee.
4. Charter of Incorporation of Devon Park Homeowners Association, Inc. of record in Book 7372, page 862, Register's Office for Davidson County, Tennessee.
5. All matters appearing on the Plan of record as Book 5200, page 670, 671 and 672, Register's Office for Davidson County, Tennessee.
6. Storm water detention agreement of record in Book 6145, page 252, Register's Office for Davidson County, Tennessee.
7. Agreement to maintain access (private road) recorded in Book 11564, page 820, Register's Office for Davidson County, Tennessee.