WARRANTY DEED

JEFF T. GOODSON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $190,000.00.

Woods K. Wellborn
Affiant

Subscribed and sworn to me on October 28, 2005

NOTARY PUBLIC

My Commission Expires: 7/25/09

THIS INSTRUMENT WAS PREPARED BY:

John Palmer Webb, Esquire
2200 Abbott Martin Road
Nashville, TN 37215
(615)269-7676

Davidson County DEEDWARR
Recvd: 11/02/05 14:16 2 pg
Fees:13.00 Taxes:703.00

20051102-0132694

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
Woods K. Wellborn 4505 Harding Pike Unit 53E Nashville, TN 37205	AmSouth Bank 2050 Parkway Office Circle RCN-6 Birmingham, AL35244	Map 116-3-A Parcel 53.00

FOR AND IN CONSIDERATION of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Terrence N. Fails, Jr., hereinafter called **"GRANTOR,"** has bargained and sold, and by these presents does transfer and convey unto Woods K. Wellborn, an unmarried man, hereinafter called **"GRANTEE,"** its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Unit Labeled Apartment 53-E and Parking Spaces #2 and #3 of said project as shown on the Plan recorded in Book 4460, page 189, Register's Office for Davidson County, Tennessee, excepting and reserving any portion of the common elements lying within said unit and forth in the Declaration and an undivided 2.98404% interest appurtenant to the unit in all common elements of said project as described in said Declaration including the building and land described below:

A parcel of land in the 7th Civil District of Nashville, Davidson County, Tennessee, bounded on the east by Woodmont Boulevard and being south of Harding Road, and being Lot No. 8 on the plat of Royal Oaks, of record in Book 4800, page 201, Register's Office for said County, more particularly described as follows:

Beginning at a point in the westerly margin of Woodmont Boulevard, south 39 degrees 07' East, 381.7 feet from the south margin of Harding Road, said point being the southeast corner of Lot 5; thence South 39 degrees 07' East along the west margin of Woodmont Boulevard, 66.6 feet to a point and the northeast corner of Mrs. Adele Morrissey's property, as of record in Book 888, page 2, Register's Office for Davidson County; thence South 51 degrees 13' West, 175.7 feet along the northerly property line of Morrissey to a point; thence South 36 degrees 57' east, 192.7 feet to a point, being a common corner with Lot No. 2; thence along a common line with Lots Nos. 2, 3, 4 and 5, the following calls: South 50 degrees 33' West, 68.2 feet to a point; North 36 degrees 57' West, 43.4 feet to a point, south 53 degrees 03' West, 2.70 feet to a point; south 16 degrees 33' West, 60.0 feet to a point; south 50 degrees 31' West, 81.0 feet to a point, south 76 degrees 00' West, 80.0 feet to a point; North 55 degrees 38' West, 70.6 feet to a point; north 41 degrees 48' West, 60.00 feet to a point; North 48 degrees 12' East, 299.3 feet to a point; South 16 degrees 57' east, 15.7 feet to a point; North 51 degrees 13' east, 173.2 feet to the point of beginning.

A perpetual easement for ingress and egress for normal vehicular and pedestrian traffic upon that parcel of ground designated "easement for driveway" upon the recorded plan of Royal Oaks, of record in book 4300, page 201, Register's Office for Davidson County, which proceeds in a southeasterly direction from Harding Road to said Lot 3 and around the westerly and southerly side of the same, said driveway being located between Lots 1 and 4 and between Lots 1 and 3 on said plan. This easement is in common with the owner of Lots 1, 2 and 4 on said plan, and with all persons claiming by, through, or under Charles F. Alexander, Trustee and each of said owners and their respective heirs, successors and assigns, provided that Royal Oaks Limited, a Texas Limited Partnership, grantor under the Warranty Deed of record in Book 4668, page 986, Register's Office for

Davidson County, Tennessee, its successors and assigns shall be responsible for the maintenance of this driveway. This grant of said easement is expressly subject to a Deed of Trust from said Royal Oaks, Limited, a Texas Limited Partnership, to Dwight Webb, Jr., Trustee, dated April 14, 1970, and of record in Book 4410, page 595, said Register's Office, securing an indebtedness described therein in favor of Massachusetts Mutual, Life Insurance Company.

Being the same property conveyed to Terrence N. Fails, Jr., by Special Warranty Deed from SunTrust Bank, Nashville, N.A., Trustee under Revocable Trust Agreement with Bettie M. Boles, dated May 15, 1995, dated 2-5-98, filed 2-5-98, of record in Book 10784, Page 969, Register's Office for Davidson County, Tennessee.

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

1. By-Laws in Book 4710, Page 915, said Register's Office.
2. 2005 Davidson County Taxes (Map 116-3-A, Parcel 53.00) are UNPAID in the amount of $2,131.61.
3. Subject to all matters as shown on plat of record in Plat Book 4460, page 189, Plat Book 4728, Page 756 and Plat Book 4300, Page 201, said Register's Office.
4. Abandonment/Grant of Easement of record in Book 7462, Page 28, Register's Office for said County.
5. Sanitary Sewer/Storm Drainage Easement of record in Book 3958, Page 152, Register's Office for said County.
6. Horizontal Property Regime of record in Book 4710, Page 901, Register's Office of said County.
7. Perpetual Easement for ingress and egress for normal vehicular and pedestrian traffic upon that parcel of ground designated "easement for driveway" of record in Plat Book 4300, Page 201, Register's Office for said County.

This property is also known as improved property located at, 4505 Harding Pike Unit 53E, 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, its successors 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, its successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS our hands on October 28, 2005.

Terrence N. Fails, Jr.

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STATE OF TENNESSEE, COUNTY OF DAVIDSON

On October 28, 2005, before me personally appeared Terrence N. Fails, Jr. 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 October 28, 2005.

NOTARY PUBLIC

My Commission Expires: 7/25/09

JEFF T. GOODSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY