THIS INSTRUMENT PREPARED BY: **Mudter Morgan & Patterson** **Attorneys-at-Law** **2000 Richard Jones Road** **Suite 110** **Nashville, Tennessee 37215** **FTEC File No. 25019-12-2005** **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: $420,050.00. Affiant Subscribed and sworn to before me this 13th day of January, 2006. Notary Public My Commission Expires:

GEORGE E. MUDTER, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires JULY 19, 2008

WARRANTY DEED

Address New Owner: Kenneth J. Barker, Alison V. Barker 238 31st Avenue North Nashville, TN 37203	**Send Tax Bills To:** New Owners	**Tax Information:** Map No.104.02-0X Parcel No. 238.00-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, **Baty Development Group, LLC,*** ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Kenneth J. Barker and wife, Alison V. Barker** ("Grantee"), its successors, heirs and assigns, all that tract or parcel of land in Davidson County, Tennessee, more particularly described on Exhibit "A" hereto.

*a Tennessee Limited Liability Company

This is improved property located at 238, 31st Avenue North, Nashville, TN 37203

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 13th day of January, 2006.

Baty Development Group, LLC, a Tennessee Limited Liability Company

BY: _____
Phillip Baty, Chief Manager

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Before me, the undersigned, of the State and County aforesaid, personally appeared Phillip Baty with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of Baty Development Group, LLC, A Tennessee Limited Liability Company, the within named bargainor, and that he as such Chief Manager executed the foregoing instrument for the purposes therein contained, by signing the name of Baty Development Group, LLC, A Tennessee Limited Liability Company by himself as said Chief Manager. Witness my hand and official seal at Nashville, Tennessee.

Notary Public

My commission expires:

GEORGE E. MUDTER, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires JULY 19, 2008

Davidson County DEEDWARR
Recvd: 01/24/06 14:50 2 pgs
Fees:13.00 Taxes:1554.19

20060124-0009222

EXHIBIT "A"

Land in Davidson County, Tennessee, being Unit No. 238, together with appurtenant interest in the common elements of The Row at 31st Condominiums, a horizontal property regime established by Master Deed, of record in Instrument No. 20030430-0057670, corrected in Instrument No. 20040203-0012935, Instrument No. 20040206-0014724, amended in Instrument No. 20040615-0070764 and in Instrument No. 20040915-0111215, Register's Office for Davidson County, Tennessee, said Unit being depicted on the Condominium Site Plan attached as Exhibit "B" to the aforementioned Master Deed.

Being part of the same property conveyed to Baty Development Group, LLC, a Tennessee limited liability company by Quitclaim Deed dated, March 23, 2002 from Phillip Baty and Carol J. Atwood of record in Instrument No. 20020401-0039107 and by Quitclaim Deed of record in Instrument No. 20020401-0039108, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. 2006 City/County taxes which have been prorated by the parties and assumed by the Grantee.
2. Covenants, Conditions, Restrictions and Agreements, including the agreement to pay assessments for the maintenance of common areas, contained in the Master Deed (and By-Laws) for The Row at 31st Condominiums, of record in Instrument No. 20030430-0057670, corrected in Instrument No. 20040203-0012935, addendum in Instrument No. 20040206-00147124 and amended in Instrument No. 20040615-0070764 and amended in Instrument No. 20040915-0111215, Register's Office for Davidson County, Tennessee.
3. Terms and limitations imposed by Tennessee Horizontal Property Act, T.C.A. § 66-27-101, et seq.
4. Easements to the Metropolitan Government of Nashville and Davidson County for sanitary sewers and/or storm drainage, of record in Instrument No. 20021011-0125352, Register's Office for Davidson County, Tennessee.
5. All matters appearing on the Plan of record as Book 57, page 114, Register's Office for Davidson County, Tennessee.
6. Storm water detention agreement of record in Instrument No. 20020910-0109699, Register's Office for Davidson County, Tennessee.