THIS INSTRUMENT PREPARED BY: **Mudter Morgan & Patterson** **Attorneys-at-Law** **2000 Richard Jones Road** **Suite 110** **Nashville, Tennessee 37215** **Record & Return To:** **First Title & Escrow Co., Inc.** **FTEC File No. 25381-05-2006** File Box 9B	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $306,000.00. Affiant Subscribed and sworn to before me this 16th day of May, 2006. Notary Public My Commission Expires: 3/10/07

WARRANTY DEED

Address New Owner:	**Send Tax Bills To:**	**Tax Information:**
Matthew A. Butler Virginia Z. Butler 3156 Parthenon Avenue # 102 Nashville, TN 37203	SunTrust Mortgage, Inc. 76 South Laura Street Jacksonville, FL 32202	Map No.104-02-0-Y Parcel No. 102.00

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, **Horizons USA, a Tennessee general partnership** ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Matthew A. Butler and Virginia Z. Butler** ("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 3156 Parthenon Avenue # 102, Nashville, Tennessee 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 16th day of May, 2006.

Horizons USA, a Tennessee General Partnership

By: James P. Wright, General Partner

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, **James P. Wright**, 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 General Partner of Horizons USA, a Tennessee General Partnership, the within named bargainor, and that he as such General Partner executed the foregoing instrument for the purposes therein contained, by signing the name of Horizons, USA, a Tennessee General Partnership by himself as said General Partner.

Witness my hand, at office, this 16th day of May, 2006.

Notary Public

My Commission Expires:

My Commission Expires SEPT 26, 2007

Davidson County DEEDWARR
Recvd: 05/24/06 11:23 2 pgs
Fees:13.00 Taxes:1132.20

20060524-0060934

EXHIBIT "A"

Land in Davidson County, Tennessee, being Unit No. 102, together with the appurtenant interest in the common elements of The Courts at Parthenon, a horizontal property regime established by Master Deed, of record in Instrument No. 20041203-0144194 (erroneously referred to as Instrument No. 20041201-0144194 in the previous deed of record) and By-Laws of record in Instrument No. 20041203-0144195, Register's Office for Davidson County, Tennessee, said Unit being depicted on the Condominium Site Plan attached as Exhibit E to the aforementioned By-Laws.

Being the same property conveyed to Horizons USA, LLC, a Tennessee limited liability company, by deed dated October 28, 2005 from Parthenon Partners, LLC, a Tennessee limited liability company, of record in Instrument No. 20051031-0131432, 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. By-Laws of The Courts at Parthenon Owners' Association, of record in Instrument No. 20041203-0144195;
3. Charter of Incorporation of The Courts at Parthenon Owners Association, Inc. of record in Instrument No. 20041203-0144193;
4. 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 Courts at Parthenon, of record in Instrument No. 20041203-0144194;
5. Terms and limitations imposed by Tennessee Horizontal Property Act, T.C.A. § 66-27-101, et seq.;
6. Easements to the Metropolitan Government of Nashville and Davidson County for sanitary sewers and/or storm drainage, of record in Book 3679, page 354;
7. All matters appearing on the Plan of record as Instrument No. 20030331-0041890;
8. Easements retained by Metropolitan Government pursuant to Bill No. 62-261 amending the official street map by abandoning, vacating and closing Alley No. 702, being the first alley north of Parthenon Avenue running west off OmanStreet westwardly to the Tennessee Central Railway right of way, of record in the Metro Clerks Office of Davidson County, Tennessee;
9. Storm water detention agreement of record in Book 6517, page 691;
10. Terms and conditions of that certain Lease Agreement by and between HCA Realty, as Lessor, and Oman Construction Company as Lessee, dated October 9, 1984, as disclosed by Assignment of Lease in Book 7291, page 123;
11. Title to that portion of subject property embraced within the bounds of Former Alley No. 702; and
12. Subject to Conservation Zoning and Urban Zoning Overlay, of record as Metro Ordinance No. BL2000-364, made applicable by Ordinance No. BL2000-476 of record in Metropolitan Clerk's Office for Davidson County, Tennessee.