Box 17

THIS INSTRUMENT PREPARED BY: **Mudter Morgan & Patterson** **Attorneys-at-Law** **2000 Richard Jones Road** **Suite 110** **Nashville, Tennessee 37215** **FTEC File No. 25919-09-2006** **Record & Return To:** **Comer and Jenkins** **392 Harding Pl # 230** **Nashville, TN 37211**	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $275,000.00. Affiant Subscribed and sworn to before me this 27th day of October, 2006. Notary Public My Commission Expires: 11/14/09

LAURI A. BEASLEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

WARRANTY DEED

Address New Owner:	**Send Tax Bills To:**	**Tax Information:**
Richard A. & Rebecca A. Schultz ~~2051 Lombardy Avenue~~ ** ~~Nashville, TN 37215~~	America's Wholesale Lender 100 Concourse Pkwy #100 Birmingham AL 35244	Map No.19-117.07-0J Parcel No. 019.00-CO

**920 South Doral Lane, Venice, FL 34293

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, **David W. Malek, Unmarried**, ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Richard A. Schultz and wife, Rebecca A. Schultz** ("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 2051 Lombardy Avenue, Nashville, TN 37215

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 27th day of October, 2006.

David W. Malek

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, **David W. Malek**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 27th day of October, 2006.

Notary Public

My Commission Expires:

Davidson County DEEDWARR
Recvd: 11/13/06 13:21 2 pg
Fees:13.00 Taxes:1017.50

20061113-0140385

ELIZABETH J. SMITH NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires NOV. 24, 2007

EXHIBIT "A"

Land in Davidson County, Tennessee, being Unit No. 2051 together with allocated parking space No. P-14, together with the appurtenant interest in the common elements of Kingsbridge Condominiums, a horizontal property regime established by Master Deed, of record in Book 7105, page 777 as amended in Book 7457, page 15, Register's Office for Davidson County, Tennessee, said Unit being depicted on the Condominium Site Plan attached as Exhibit "C" to the aforementioned Master Deed.

Being the same property conveyed to David W. Malek by Warranty Deed dated November 19, 2004 from Peggy A. Smallen, Unmarried of record in Instrument No. 20041123-0140592, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. 2006 City/County taxes which have been paid by the Grantor and prorated by the parties.
2. Restrictive covenants contained in an instrument of record in Book 1109, page 353 and amended in Book 1133, page 85, 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. Amended By-Laws of The Kingsbridge Homeowners Association, of record in Book 9539, page 564, Register's Office for Davidson County, Tennessee.
4. Amended Charter of Incorporation of Kingsbridge Condominium Association of record in Book 7182, page 216, Book 7182, page 221, Book 7817, page 947, and Book 7912, page 543, Register's Office for Davidson County, Tennessee.
5. 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 Kingsbridge Condominiums, of record in Book 7105, page 777 and amended in Book 7457, page 15, Register's Office for Davidson County, Tennessee.
6. Terms and limitations imposed by Tennessee Horizontal Property Act, T.C.A. § 66-27-101, et seq.
7. Easement for utilities of record in Book 1108, page 76, Register's Office for Davidson County, Tennessee.
8. Storm water detention agreement of record in Book 6763, page 357, Register's Office for Davidson County, Tennessee.