RECORDING INFORMATION

Davidson County DEEDWARR
Recvd: 12/07/06 15:54 2 pgs
Fees:13.00 Taxes:441.04
20061207-0151640

This Instrument Prepared By:
Heritage Title & Escrow Co., Inc.
123 Fifth Ave. North
Franklin, TN 37064
Telephone: (615) 790-8116

File No: 00008554

MAP - PARCEL NO: 172-12-D-201

Send Tax Statements To:
America's Wholesale Lender
4500 Park Granada MSN# SVB-314
Calabasas, CA 91302-1613

Name/Address New Owner:
Ms. Charla Ellis
7009 Lenox Village Drive; #201
Nashville, TN 37211

Name of Mortgagee:
America's Wholesale Lender
4500 Park Granada MSN# SVB-314
Calabasas, CA 91302-1613

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, **JIM MCLELLAN and wife, ELAINE MCLELLAN**, have bargained and sold and by these presents do transfer and convey unto **CHARLA ELLIS**, her heirs and assigns forever, the following described property, to wit:

Land in Davidson County, Tennessee, being Unit No. 201 a/k/a Unit E-15, as shown on Exhibit B-1 & B-2 of the Supplemental Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood of Lenox Village, a Traditional Neighborhood Development, Annexing Additional Property to the Town Center Homes, A Horizontal Property Regime and Residential Neighborhood (Building E) of record as Instrument No. 200501190006853 in the Register's Office for Davidson County, Tennessee. Also being a part of the same property shown as Lot 3 on the plan of the Resubdivision of Lots 1 and 3, Section One, The Town Center Homes at Lenox Village, of record in Instrument No. 200501200007426, said Register's Office.

Being the same property conveyed to Jim McLellan and wife, Elaine McLellan by Deed from Regent Homes, LLC, a Tennessee Limited Liability Company of record in Instrument No. 20060630-0078601, Register's Office for Davidson County, Tennessee.

20060630-0078601

TO HAVE AND TO HOLD said tract of land, together with all improvements thereon and all appurtenances thereunto belonging unto the said Grantees, their heirs and assigns forever.

AND WE DO COVENANT with the said Grantees, their heirs and assigns, that we are lawfully seized and possessed of said property, that we have a good and lawful right to sell and convey same, and that it is free from any lien or encumbrance whatsoever with the following exceptions:

1. Davidson County property taxes for subsequent years are a lien but are not yet due and payable.

2. Subject to all matters shown on the Plan of Resubdivision of Lots 1 and 3, Section One, The Town Center Homes as of record as Instrument No. 200501200007426, Register's Office for Davidson County, Tennessee.

3. Subject to all matters on the Plan as shown on Exhibits B-1 & B-2 to Supplemental Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood of Lenox Village, a Traditional Neighborhood Development, Annexing Additional Property to the Town Center Homes, A Horizontal Property Regime and Residential Neighborhood (Building E) recorded as Instrument No. 200501190006853, Register's Office for Davidson County, Tennessee.

4. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Declaration of Charter, Easements, Covenants, and Restrictions of Residential Neighborhood of Lenox Village, a Traditional Neighborhood Development of record in Instrument No. 200203150032826, and Supplemental Declaration of Charter of record in Instrument No. 200312120178492, as made applicable by Supplemental Declaration of Charter of record in Instrument No. 200500190006853, Register's Office for Davidson County, Tennessee, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition 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.

5. This conveyance is made subject to all the provisions of the Tennessee "Horizontal Property Act" as the same is set out in Section 66-27-101 et seq. of the Tennessee Code Annotated, and is subject to the provisions and requirements thereof; and is subject to the By-Laws and Charter for the administration thereof; and is subject to easements rights and interest in favor of other unit owners and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through or upon the land embracing the regime and building thereon; and also including, without limitations all conditions, covenants, restrictions and options, burdens, assessments and other undertaking contained in the Master Deed of record as Instrument No. 200203150032825, Register's Office for Davidson County, Tennessee.

6. Charter of the Lenox Village Town Center Association, Inc. of record as Instrument No. 200310160153550, Register's Office for Davidson County, Tennessee.

7. Stormwater Detention Agreement of record in Instrument No. 200204080042676, Register's Office for Davidson County, Tennessee.

8. Agreement for Dedication of Easement for Sanitary Sewer, Water Mains, and Appurtenances granted to Metropolitan Government of Nashville and Davidson County, Tennessee of record in Instrument No. 200111290130322, Register's Office for Davidson County, Tennessee.

9. Agreement for Dedication of Easement for Sanitary Sewer, Water Mains, and Appurtenances granted to Metropolitan Government of Nashville and Davidson County, Tennessee of record in Instrument No. 200309230140666, Register's Office for Davidson County, Tennessee.

10. Ingress/Egress Easement reserved in Instrument No. 200101030000902, Register's Office for Davidson County, Tennessee.

11. Subject to rights of others in and to the common areas and/or elements.

12. Subject to lien for special assessments as contained in the Declaration of Charter, Easements, Covenants and Restrictions, and the Master Deed Restrictions.

AND WE DO FURTHER COVENANT and bind ourselves, our heirs and assigns, to warrant and defend the title thereto against the lawful claims and demands of all persons whomsoever.

IN TESTIMONY WHEREOF, we have hereunto set our signatures, this the ~~27th~~ 30th day of November, 2006.

JIM MCLELLAN

ELAINE MCLELLAN

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

PERSONALLY appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **JIM MCLELLAN and ELAINE MCLELLAN**, the bargainor(s), 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 and seal, at office, on this ~~27th~~ 30th day of November, 2006.

My Commission Expires:
12-28-08

Notary Public

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

I CERTIFY that the actual consideration or value, whichever is greater, for this transfer is the sum of **$119,200.00**.

Affiant

SWORN TO and subscribed before me on this ~~27th~~ 30th day of November, 2006.

My Commission Expires:
12-28-08

Notary Public

DONNA L. SAVAGE NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TN