THIS INSTRUMENT PREPARED BY: **Mudter Morgan & Patterson** **Attorneys-at-Law** **2000 Richard Jones Road** **Suite 110** **Nashville, Tennessee 37215** **FTEC File No. 26435-03-2007** **Record & Return To:** **Rudy Title & Escrow** **2012 21st Avenue South** **Nashville, TN 37212**	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $345,000.00. Patty Parsons Affiant Subscribed and sworn to before me this 30th day of April, 2007. Notary Public My Commission Expires: 03/12/11

KANDACE N. [illegible] STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY My Commission Expires March 12, 2011

WARRANTY DEED

Address New Owner: Keith Herbster, Christine Herbster 207 3rd Avenue North, Unit 401 Nashville, TN 37201	**Send Tax Bills To:** New owner	**Tax Information:** Map and Parcel No.: 093-02-3D-005.00 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, **Ward R. Pace**, ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Keith Herbster and wife, Christine Herbster** ("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 207 3rd Avenue North, Unit 401, Nashville, TN 37201

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 30th day of April, 2007.

Ward R. Pace by [signature] Attorney-In-Fact

Ward R. Pace
by Gerald G. Patterson, Attorney-in-Fact

Davidson County DEEDWARR
Recvd: 05/04/07 09:58 2 pgs
Fees:13.00 Taxes:1276.50
20070504-0053670

STATE OF TENNESSEE, COUNTY OF DAVIDSON

State of Tennessee, County of Davidson

Before me, the undersigned Notary Public in and for said County and State, personally appeared the within named, **Gerald G. Patterson**, 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 on behalf of **Ward R. Pace** as his Attorney-In-Fact, as the free act and deed of the within named **Ward R. Pace**.

Witness my hand and official seal at Nashville, Tennessee this 30th day of April, 2007.

[signature]
NOTARY PUBLIC 5-23-09

EMILY C. MAY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

EXHIBIT "A"

Land in Davidson County, Tennessee, being Unit No. 401, together with the appurtenant interest in the common elements of The Phoenix Loft, a horizontal property regime established by Master Deed, of record in Instrument No. 20040701-0078141 amended and restated in Instrument No. 20050907-0107157 and Instrument No. 20051019-0125906, 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 Ward R. Pace by deed dated October 10, 2005 from The Phoenix Loft, LLC, a Tennessee limited liability company, appearing as Instrument No. 20051017-0124962, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. 2007 City/County Taxes which have been prorated by the parties and assumed by the Grantee.
2. If improvements are completed after January 1 of any year, the Law requires supplemental assessments for the year in which improvements are completed as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of T.C.A. § 67-5-603.
3. Charter of Incorporation of The Phoenix Loft Condominium Association, Inc. of record in Instr. No. 20030407-0046048, Register's Office for Davidson County, Tennessee.
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 Phoenix Loft, of record in Instr. No. 20040701-0078141, amended and restated in Instr. No. 20050907-0107157 and Instr. No. 20051019-0125906, Register's Office for Davidson County, Tennessee.
5. Terms and limitations imposed by Tennessee Horizontal Property Act, T.C.A. § 66-27-101, et seq.
6. Rights of adjoining owners in and to the use of party walls located partly upon insured premises and partly upon adjoining premises.