# WARRANTY DEED

Davidson County DEEDWARR
Recvd: 10/17/07 10:01 3 pgs
Fees:18.00 Taxes:1154.40

20071017-0123005

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $312,000.00

*Affiant*

Subscribed and sworn to me on October 1, 2007

NOTARY PUBLIC

My Commission Expires FEB. 22, 2011

LYNANN FLIPPIN NOTARY PUBLIC STATE OF TENNESSEE WILLIAMSON COUNTY

My Commission Expires FEB. 22, 2011

THIS INSTRUMENT WAS PREPARED BY:
Richard W. Sebastian
ORTALE, KELLEY, HERBERT & CRAWFORD
200 Fourth Avenue North
Nashville, TN 37219-0375
Our File #22666SP

| NAME/ADDRESS OF NEW OWNER: | SEND TAX BILLS TO: | MAP – PARCEL # |
|---|---|---|
| John D. Bones<br>Helen Bones<br>746 Wedgewood Park<br>Nashville, TN 37203 | NEW OWNERS | 105-10-C-746 CO |

**FOR AND IN CONSIDERATION** of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Elite Homes, LLC, a Tennessee Limited Liability Company, hereinafter called **"GRANTORS,"** have bargained and sold, and by these presents does transfer and convey unto John D. Bones and Helen Bones, Trustees, under the Bones Family Living Trust Dated December 5, 2003, hereinafter called **"GRANTEES,"** their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

A certain condominium unit located in Davidson, Tennessee, being Unit 746 of Wedgewood Park, Phase 2, a condominium, as set forth in the First Supplement to the Master Deed for Wedgewood Park Annexing Phase 2 Property, of record as Instrument No. 20060825-0105391, Register's Office for Davidson County, Tennessee, and shown as part of Exhibit B-1, B-2 and B-3 therein. Said First Supplement annexes the subject property into the Master Deed Establishing Wedgewood Park, of record as Instrument No. 20050510-0052804, as amended by Instrument No. 20060216-0019060 and Instrument No. 20060228-0022838, Register's Office, under the provisions of Tennessee Horizontal Property Act as the same is set out in Section 66-27-101, et seq., of Tennessee Code Annotated, and as established by the Master Deed for Wedgewood Park, as amended, together with an undivided percentage interest in the Common Elements as set forth as Exhibit "B-3" of said First Supplement, as amended.

Being part of the same property conveyed to New Urban Village Development, LLC, a Tennessee Limited Liability Company, by Deed from Alison Rohr, unmarried, Mitzi Delay, unmarried and Chris Espander, unmarried, of record as Instrument No. 20050201-0011557, Register's Office for Davidson County, Tennessee. The said New Urban Development, LLC, now being known as New Urban Village Development, Inc., pursuant to the Certificate of Conversion filed with the Tennessee Secretary of State and of record as Instrument No. 20070206-0015559, Register's Office for Davidson County, Tennessee.

Being part of the same property conveyed to Elite Homes, LLC by deed from New Urban Village Development, Inc. of record in Instrument Number 20070730-0090188, Register's Office for Davidson County, TN.

The conveyance of the above-described parcel of land is subject to the following:

1. 2007 Davidson County taxes which shall be paid by the Seller and 2008 Davidson County taxes and assumed by the Grantees; and
2. Subject to Urban Zoning Overlay of record as Metro Ordinance No. BL2000-364, made applicable by Ordinance No. BL2000-476, of record in the Metropolitan Clerk's Office for Davidson County, Tennessee.
3. The premises herein described is a condominium apartment established pursuant to 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 for the administration thereof; also subject to easements, rights and interests 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 buildings thereof; and also including, without limitation, all conditions, covenants, restrictions, options, burdens, assessments and other undertakings contained in the Master Deed establishing a Horizontal Property Regime of Wedgwood Park Condominiums of record as Instrument No. 20050510-0052804, Register's Office for Davidson County, Tennessee, and the By-Laws appended thereto as Exhibit "C". Said Master Deed amended by Instrument No. 20060216-0019060, Instrument No. 20060228-0022838 and Instrument No. 20060825-0105391, said Register's Office.
4. Charter of the Wedgewood Park Condominium Owners' Association of record as Exhibit "B" of said Master Deed and as Instrument No. 20050524-0058684, Register's Office for Davidson County, Tennessee and Instrument No. 20050524-0058684, said Register's Office.
5. Stormwater detention agreement of record as Instrument No. 20050321-0030406, Register's Office for Davidson County, Tennessee.
6. Easement for Sanitary Sewer and/or storm drainage easement of record as Instrument No. 20050406-0037548, Register's Office for Davidson County, Tennessee.
7. Matters shown on plan of record as Exhibit "E 1" to Master Deed of record as Instrument No. 20050510-0052804 and Exhibits "B-1, B-2 and B-3", of record as Instrument No. 20060825-0105391, Register's Office for Davidson County, Tennessee.
8. Subject to the lien for special assessments contained in the Master Deed as specified above.
9. Subject to the rights of others in and to the common areas/elements.

This property is also known as improved property located at 746 Wedgewood Park, Nashville, TN 37203.

**TO HAVE AND TO HOLD** the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever, and GRANTORS do covenant with the said GRANTEES that they are lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and GRANTORS do further covenant and bind themselves, their heirs and assigns, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**WITNESS** our hands on October 1, 2007.

**Elite Homes, LLC,**
**a Tennessee Limited Liability Company**

**By:** _____
**Richard W. Sebastian,**
**Authorized Representative**

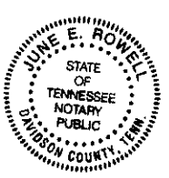
STATE OF TENNESSEE, COUNTY OF DAVIDSON

Before me, the undersigned authority, of the State and County aforesaid, personally appeared Richard W. Sebastian, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be the Authorized Representative of Elite Homes, LLC, a Tennessee Limited Liability Company, the within named bargainor, and that he as such Authorized Representative executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Authorized Representative.

Witness my hand, at office, on October 1, 2007.

June E. Rowell
Notary Public

My Commission Expires:




NOTARY PUBLIC
AT LARGE
June E. Rowell
My Commission Expires
May 22, 2010
STATE OF TENNESSEE