21105-3
Box 14A

WARRANTY DEED

Davidson County DEEDWARR
Recvd: 01/17/08 08:39 2 pgs
Fees:13.00 Taxes:705.18
20080117-0005223

KIM L. HOWELL
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

State of Tennessee
County of Davidson

The actual consideration or value, whichever is greater, for this transfer is **$190,590.00**

Affiant

Subscribed and sworn to before me this the 15th day of January, 2008

Notary Public

My commission expires: July 5, 2011
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
John T. Cook, P.C.
2927 Berry Hill Drive, Nashville, TN 37204-3126

Address of New Owner(s) as follows:	Send Tax Bills To:	Map-Parcel Numbers
Matthew Joseph McCutchan	**First Tennessee Home Loans, a division of First Tennessee Bank, N. A.**	**Map 105-14-0-C, Parcel 215CO**
2310 Elliott Avenue, #215	**P. O. Box 809**	
NASHVILLE, TN 37204	**Memphis, TN 38101**	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE,

Hillview Village Partnership, a Tennessee general partnership

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO

Matthew Joseph McCutchan and Rebecca McCutchan, husband and wife

HEREINAFTER CALLED THE GRANTEE, HIS HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN Davidson COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

BEING a certain Condominium Apartment in Davidson County, Tennessee, being Unit No. 215 as specified on the Plat shown in the Master Deed, on the Plan of The Park at Melrose Condominiums, a Horizontal Property Regime, created under Title 66, Section 27-101, et seq., as amended, Tennessee Code Annotated, and as established by a Master Deed for The Park at Melrose Condominiums, of record under Instrument No. 20070917-0110745, Register's Office for Davidson County, Tennessee, including without limitation the By-Laws appended thereto, said Register's Office, together with the undivided percentage interest in the Common Elements appurtenant to said Unit, as set forth in said Master Deed. Reference is hereby made to the plan of The Park at Melrose Condominiums, for placement of Units, as shown on Exhibit "E" to the Master Deed of record under Instrument No. 20070917-0110745, said Register's Office, for a more complete identification and description of such Unit.

Being part of the same property conveyed to Hillview Village Partnership, a Tennessee general partnership by Deed from Sherwood Terrace Apartments, Inc., a Tennessee corporation, of record in Instrument No. 20051212-0149160, Register's Office for Davidson County, Tennessee.

THIS conveyance is 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 for the administration thereof, of record aforementioned; also 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, options, burdens, assessments, and other undertakings contained in the Master Deed establishing a Horizontal Property Regime of The Park at Melrose Condominiums, of record aforementioned; easements and setback lines as set forth on the above plan of record; and taxes for the current year which have been prorated and paid by the Developer.

This is improved (__X__) Unimproved (____) property, known as: **2310 ELLIOTT AVENUE, # 215, Nashville, TN 37204**

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 GRANTOR does covenant with the said GRANTEES that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same in unencumbered unless otherwise herein set out; and GRANTOR does further covenant and bind itself, its successors 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 its hand by its duly authorized officer this 15th day of January, 2008

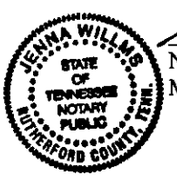
Hillview Village Partnership, a Tennessee general partnership
By: Craighead Development, LLC, its Managing Partner

Carl A. Neuhoff,Jr. Assistant Chief Manager

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public, within and for the State and County aforesaid, personally appeared Carl A. Neuhoff, Jr, 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 Assistant Chief Manager of CRAIGHEAD DEVELOPMENT, LLC, a Tennessee limited liability company (the "LLC"), and who further acknowledged the LLC, to be the Assistant Chief Manager of HILLVIEW VILLAGE PARTNERSHIP, the within named bargainor, a Tennessee general partnership, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing for and in behalf of the LLC by himself as such Chief Manager, said LLC signing as Assistant Chief Manager.

Witness my hand and official seal at Nashville, Tennessee, this 15th day of January, 2008.



Jenna Willms
Notary Public
My Commission Expires: 10/17/09