Davidson County DEEDWARR
Recvd: 04/01/08 14:01 2 pg
Fees:13.00 Taxes:333.00
20080401-0032629

This Instrument Prepared By:
Greenway Title, Inc.
425 West College Street
Murfreesboro, Tennessee 37130

Return To: ADDRESS NEW OWNER:
DMA PROPERTIES 2 LLC
506 Midway Circle
Brentwood, TN 37027

SEND TAX BILL TO:
New Owner

MAP/PARCEL NO:
149-8-A-101.00 CO

MORTGAGEE:
N/A

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named "GRANTEE", and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Penny L. Eaton, Trustee of The Penny L. Eaton Revocable Living Trust,** hereinafter called the "GRANTOR", has bargained and sold, and by these presents, do transfer and convey unto **DMA PROPERTIES 2 LLC, a Tennessee Limited Liability Company,** hereinafter called the "GRANTEE, its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

BEING all of UNIT NO. 101, THE DAVENPORT CONDOMINIUMS, according to plat and survey of same appearing of record in Plat Book 6900, page 22, Register's Office of Davidson County, Tennessee, to which plat reference is made for a more complete and accurate description of lot.

BEING the same property conveyed to Penny L. Eaton, Trustee and her successors in trust of The Penny L. Eaton Revocable Living Trust, by Quitclaim Deed dated March 1, 2005 of record in Instrument No. 20050311-0027204; see also, Warranty Deed of record in Book 11414, page 152, said Register's Office.

Plat Book 6900, page 22, discloses a 100-year flood line, of the said Register's Office. See also easement of Bethel F. Ray, et ux, Bonzella R. Ray, for repair and maintenance of sewer line, of record in Book 6249, page 557; easement to Colonial Pipeline Company of record in Book 3617, page 399, and Book 4575, page 612; easement to First Suburban Utility District of record in Book 4207, page 52; easement to Metropolitan Government of Nashville and Davidson County, of record in Book 5394, page 277; and easement to Tennessee Valley Authority by deed of record in Book 6555, page 157, Register's Office of Davidson County, Tennessee. See also Deed of Conveyance to Metropolitan Government of record in Book 8127, page 888; and Quitclaim Deed to Davenport Condominiums Homeowner's Association, for expansion of area, of record in Book 10744, page 448; Register's Office of Davidson County, Tennessee. See also Charter of Davenport Condominiums Homeowner's Association of record in Book 7281, page 887; Master Deed of Davenport Condominiums of record in Book 6935, page 333; Condominium Bylaws of Davenport Condominiums of record in Book 7123, page 34; and Amended and Restated Master Deed for Davenport Condominiums of record in Book 7247, page 311, amended in Book 8630, page 466; Register's Office of Davidson County, Tennessee.

The captioned property is subject to restrictive covenants, easements and setback lines that are applicable to the above described property and of record; and to all zoning and subdivision restrictions of the appropriate governmental body.

I, Thelma Linda Miller, life tenant of the captioned property, pursuant to the terms of The Penny L. Eaton Revocable Living Trust, do hereby join in this instrument to release any interest which I may have in said property.

This is improved property known as 101 Davenport Drive, Nashville, TN 37217.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said "GRANTEE", its successors and assigns, forever, and, GRANTOR does covenant with the said "GRANTEE" that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and, "GRANTOR", does further covenant and bind themselves, their heirs and assigns, to warrant and forever

defend the title to the said land to the said "GRANTEE", its successors 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 this the 21st day of March, 2008.

Penny L. Eaton, Trustee of The Penny L Eaton Revocable Living Trust

Penny L Eaton

Penny L. Eaton, Trustee

Thelma Linda Miller

Thelma Linda Miller

STATE OF TENNESSEE)
COUNTY OF Rutherford)

Before me, the undersigned authority of the State and County aforesaid, personally appeared **Penny L. Eaton,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be Trustee of The Penny L. Eaton Revocable Living Trust, the within named bargainor, a Trust, and that she as such authorized Trustee, with the authority so to do, executed the Warranty Deed for the purposes therein contained by signing the name of the Trust as such authorized Trustee.

WITNESS my hand and official seal at office this 21st day of March, 2008.

TERI W. NICHOLSON STATE OF TENNESSEE NOTARY PUBLIC RUTHERFORD COUNTY

NOTARY PUBLIC
My Commission Expires: 1/23/11

STATE OF TENNESSEE)
COUNTY OF Rutherford)

Personally appeared before me, the undersigned Notary Public in and for said County and State, **Thelma Linda Miller,** the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that Thelma Linda Miller executed the within Warranty Deed for the purposes therein contained.

WITNESS my hand and official seal at office this 21st day of March, 2008.

TERI W. NICHOLSON STATE OF TENNESSEE NOTARY PUBLIC RUTHERFORD COUNTY

NOTARY PUBLIC
My Commission Expires: 1/23/11

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $90,000.00.

AFFIANT

Subscribed and sworn to before me on this 21st day of March, 2008.

TERI W. NICHOLSON STATE OF TENNESSEE NOTARY PUBLIC RUTHERFORD COUNTY

NOTARY PUBLIC
My Commission Expires: 1/23/11