THIS INSTRUMENT PREPARED BY: **Mudter Morgan, Patterson & Akins** **Attorneys-at-Law** **2000 Richard Jones Road** **Suite 110** **Nashville, Tennessee 37215** **FTEC File No. 27653-04-2008** **Record & Return To:** **First Title and Escrow Company, Inc.** **2000 Richard Jones Road, Suite 110** **Nashville, TN 37215** File Box 9-B	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $105,500.00. Affiant Subscribed and sworn to before me this 25th day of April, 2008. Notary Public My Commission Expires: GERALD G. PATTERSON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires August 23, 2011

WARRANTY DEED

Address New Owner: Thomas W. Hagan Testamentary Trust 2003 Cedarmont Drive Franklin, TN 37067	**Send Tax Bills To:** New Owner	**Tax Information:** Map and Parcel No.: 117030B106.00CO

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, **Charles S. Burkhalter**, ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Thomas W. Hagan, Jr. and Richard Haury Hagan, as Co-Trustees of the Thomas W. Hagan Testamentary Trust** ("Grantee"), with full power to sell, mortgage, lease, convey or otherwise alienate without the joinder of any beneficiary, 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 2601 Hillsboro Pike, Unit G-11, Nashville, TN 37212

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.

Subject property has not been the usual residence of Grantor.

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 25th day of April, 2008.

Charles S. Burkhalter

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, **Charles S. Burkhalter**, 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 for the purposes therein contained.

Witness my hand, at office, this 25th day of April, 2008.

Notary Public

My Commission Expires:

GERALD G. PATTERSON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires August 23, 2011

Davidson County DEEDWARR
Recvd: 04/30/08 14:27 2 pgs
Fees:13.00 Taxes:390.35

20080430-0044125

EXHIBIT "A"

Land in Davidson County, Tennessee, being Unit No. G-11 on the Plan of Revised The Villager Condominium Apartments, of record in Plat Book 5200, page 201, Register's Office for said County, to which plan reference is made for a more complete description, together with the appurtenant interest in the common elements of Villager Condominium, a horizontal property regime established by Master Deed of record in Book 5434, page 665, amended in Book 5487, page 867, said Register's Office.

Being the same property conveyed to Charles S. Burkhalter by Quitclaim Deed Deed dated April 17, 2008 from Charles S. Burkhalter, Trustee of The Louise H. Burkhalter Revocable Trust of record in Instrument No. 20080417-0039129, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. 2008 City/County Taxes which have been prorated by the parties and assumed by the Grantee.
2. Charter of Incorporation of Villager Homeowners' Association, Inc. of record in Book 5441, page 815, Register's Office for Davidson County, Tennessee.
3. 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 Villager Condominium, of record in Book 5434, page 665, amended in Book 5487, page 967, Register's Office for Davidson County, Tennessee.
4. Terms and limitations imposed by Tennessee Horizontal Property Act, T.C.A. § 66-27-101, et seq.
5. All matters appearing on the Plan of record as Book 5200, page 201, Register's Office for Davidson County, Tennessee.
6. Easement for right of way of record in Book 4808, page 424, Register's Office for Davidson County, Tennessee.