PREPARED BY (AND RETURN TO):

WILKINS & IVEY
Attorneys at Law
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Davidson County DEEDWARR
Recvd: 06/03/08 14:16 3 pg
Fees:18.00 Taxes:882.45
20080603-0056621

Christy Wilkins Ivey

Percy Wilkins, Jr. (of Counsel)

W & I Ref: Title No: 49392

Dav. Co. File: Box 8

ADDRESS NEW OWNER:	**RESPONSIBLE FOR TAX PAYMENT:**
Erin M. Brockway 2025 Woodmont Blvd #101 Nashville, Tennessee 37215	SAME

TAX MAP-PARCEL NUMBERS: 117110J10100CO

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$238,500.00** , cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Joseph M. Davis, unmarried**, hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Erin M. Brockway** hereinafter called the **Grantee**, Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

A Condominium Apartment in Davidson County, Tennessee, Being Unit No. 101 of The Hillmont Condominiums, a horizontal property regime pursuant to the Tennessee Horizontal Property Act, as shown on Exhibit "C" to the Master Deed of record in Doc. No. 20040209-0015685, rerecorded in Doc. No. 20040212-0017074, amended in Doc. No. 20050512-0053861, Register's Office for said County, to which source reference is hereby made for more complete details of description, together with the said Apartment's appurtenant undivided interest in the general and limited common elements of the condominium.

Being the same property conveyed to Joseph M. Davis, unmarried by Warranty Deed from The Garden Partners, a Tennessee general partnership, dated June 25, 2004 and recorded on July 2, 2004 of record in Doc. No. 20040702-0079436, Register's Office for Davidson County Tennessee.

Description Reference: Described from information contained in recorded condominium documents.

This conveyance is subject to: Taxes for 2008, and subsequent years; The Plan, with Owner's Certificate, shown as Exhibit "C" of record in Doc. No. 20040209-0015685, rerecorded in Doc. No. 20040212-0017074, amended in Doc. No. 20050512-0053861, said Register's Office, which Plan shows minimum building set back lines and easements and to which Plan reference is hereby made for a more complete description.: The provisions of the condominium Master Deed of record in Doc. No. 20040209-0015685, rerecorded in Doc. No. 20040212-0017074, amended in Doc. No. 20050512-0053861, said Register's Office, which submits said property to a Horizontal Property Regime pursuant to the provisions of the Tennessee Horizontal Property Act and sets forth restrictions, assessments, liens and other matters; Right of Entry Agreement of record in Book 9921, page 620, said Register's Office.

This instrument is executed on behalf of Joseph M. Davis by Anne Applegarth McGugin pursuant to a Power of Attorney executed by him on the 8th day of May, 2008, of record in Instrument No. _____, Register's Office for Davidson, County, Tennessee. The affidavit of said Attorney in Fact is attached as "Exhibit A' to this instrument and incorporated herein by reference

This is improved property, known as: 2025 Woodmont Boulevard # 101, Nashville, Tennessee 37215

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, Grantee's heirs or assigns, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seised 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.

GRANTOR FURTHER COVENANTS and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS THE EXECUTION HEREOF this 30th day of May, 2008 .

Joseph M. Davis by Anne Applegarth McGugin

Joseph M. Davis By:Anne Applegarth McGugin, Atty-in-Fact

State of TENNESSEE

County of DAVIDSON

AFFIDAVIT

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is: $238,500.00

Affiant

Sworn and subscribed before me this 30th day of May, 2008

Notary Public

My Commission Expires: 3-20-2010

DEBORAH H. BERRIE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN

State of Tennessee
County of Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named , **Anne Applegarth McGugin** with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument on behalf of **Joseph M. Davis** , as Attorney-in-Fact, as the free act and deed of the said Principal(s).

Witness my hand and official seal at Nashville, Tennessee, this 30th day of May, 2008



My Commission Expires
May 2, 2011

Notary Public

My Commission Expires:

EXHIBIT "A"

To
Warranty Deed

FROM: Joseph M. Davis

TO: Erin M. Brockway

State of Tennessee
County of Davidson

AFFIDAVIT

The undersigned Affiant, being first duly sworn, deposes and says as follows:

1. That the document to which this affidavit is exhibited is executed by the undersigned as attorney-in-fact for the principal(s) thereon shown.

2. That this execution is proper and within the scope of the power-of-attorney referenced in the instrument.

3. Pursuant to the provisions of *Tennessee Code Annotated,* Section 34-6-105(c), of the Uniform Durable Power of Attorney Act, the undersigned Affiant certifies that at the time of execution of said document the Affiant had no knowledge or notice of the termination of the power-of-attorney, either by revocation or by a principal's death, disability, or incapacity.

Further the Affiant Saith not.

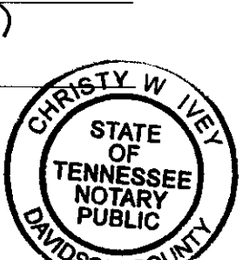
Anne Applegarth McGugin

Anne Applegarth McGugin, Affiant

Sworn to and subscribed before me this 30th day of May, 2008

Notary Public

My Commission Expires:



My Commission Expires
May 2, 2011