RECORD & RETURN TO:
FILE BOX 36 if Davidson County

WARRANTY DEED

J. BRANDON MILLER
NOTARY PUBLIC
STATE OF TENNESSEE
DAVIDSON COUNTY

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $210,000.00.

Carmen Coats
Affiant

Subscribed and sworn to me on June 16, 2008.

J. Brandon Miller
NOTARY PUBLIC

Commission Expires: 11-22-10

Davidson County DEEDWARR
Recvd: 06/17/08 15:19 2 pgs
Fees:13.00 Taxes:777.00

20080617-0062472

THIS INSTRUMENT WAS PREPARED BY:
Richard W. Sebastian
ORTALE, KELLEY, HERBERT & CRAWFORD
200 Fourth Avenue North
Nashville, TN 37219-0375
Our File #23345SP

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
Richard F. Potts 3221 Wellington Lane Lexington, KY 40503	SunTrust Mortgage, Inc. 401 Commerce St., Suite 6100 Nashville, TN 37219	105-14-A-30

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, Brendan Boles, an unmarried man, hereinafter called **"GRANTOR,"** have bargained and sold, and by these presents do transfer and convey unto Richard F. Potts, a married man, hereinafter called **"GRANTEE,"** their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Land in Davidson County, Tennessee, being Unit No. 857 in Waverly Place II Townhomes, a Private Element Horizontal Property Regime located on Elliott Avenue and South Douglas Avenue in Nashville, Davidson County, Tennessee, and described in a Declaration of Covenants, Conditions, Restrictions and By-Laws of record as Instrument No. 20040909-0109214 in the Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the units, property, co-owners and tenants of said Waverly Place II Townhomes contained in said Declaration and the Plan filed as Exhibit "C" to said Declaration, and the By-Laws appended thereto are incorporated herein and made a part hereof.

Being the same property conveyed to Brendan Boles, an unmarried man, by Deed from Craighead Patten Properties II, a Tennessee general partnership, of record as Instrument No. 20050621-0070774 in the Register's Office for Davidson County, Tennessee.

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

1. 2008 Davidson County taxes which have been prorated by the parties and assumed by the Grantee; and
2. Subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property; and
3. Matters shown on plan attached as Exhibit "C" to Declaration of Covenants, Conditions, Restrictions and By-Laws for Waverly Place II Townhomes, of record as Instrument No. 20040909-0109214 in the Register's Office for Davidson County, Tennessee; and
4. Matters shown on plan of record in Book 57, page 95, and Book 4675, page 58, in said Register's Office; and
5. Declaration of Covenants, Conditions, Restrictions and By-Laws of Waverly Place II Townhomes, of record as Instrument No. 20040909-0109214 in said Register's Office; and

6. Agreement for Dedication of Easement for sanitary sewers and/or storm drainage, water mains, pumps and appurtenances of record as Instrument No. 20040910-0109386 and Instrument No. 20040910-0109387 in said Register's Office; and
7. Charter of record in Instrument 20040429-0048518, in said Register's Office; and
8. Subject to the rights of others in and to any common areas; and
9. Subject to the lien for special assessments contained in the Declaration of Covenants, Conditions, Restrictions and By-Laws.

This property is also known as improved property located at 857 Douglas Avenue, Nashville, TN 37206.

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, his heirs and assigns, forever, and GRANTORS do covenant with the said GRANTEE 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 GRANTEE, his 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 June 16, 2008.

Brendan Boles

STATE OF TENNESSEE, COUNTY OF DAVIDSON

On June 16, 2008, before me personally appeared Brendan Boles and to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged that (s)he executed the same as his/her free act and deed.

Witness my hand and official seal on June 16, 2008.

NOTARY PUBLIC

My Commission Expires: 3/10/2012

RICHARD W. SEBASTIAN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
Richard W. Sebastian
My Commission Expires
March 10, 2012
STATE OF TENNESSEE