THIS INSTRUMENT PREPARED BY: **Mudter Morgan, Patterson & Akins** **Attorneys-at-Law** **2000 Richard Jones Road** **Suite 110** **Nashville, Tennessee 37215** **FTEC File No. 27817-06-2008** **Record & Return To:** **First Title and Escrow Co., Inc.** **2000 Richard Jones Rd. #100** **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: $259,000.00. Affiant Subscribed and sworn to before me this 1st day of July, 2008. Notary Public My Commission Expires:

WARRANTY DEED

Address New Owner: Charles D. McCrary Phyllis B. McCrary 1803 Broadway, #230 Nashville, TN 37203	**Send Tax Bills To:** New Owner 1704 Indian Creek Drive Birmingham, AL 35243	**Tax Information:** Map and Parcel No.: 092160D230.00CO

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, **Hugh R. Lucas and wife, Natalie Lucas**, ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Charles D. McCrary and wife, Phyllis B. McCrary** ("Grantee"), 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 1803 Broadway, #230, Nashville, TN 37203

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.

Natalie Lucas joins in the execution of this instrument to convey any and all rights she may have in the subject property by virtue of her marriage to Hugh R. Lucas.

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 1st day of July, 2008.

Hugh R. Lucas

Natalie Lucas

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, **Hugh R. Lucas and Natalie Lucas**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 1st day of July, 2008.

Notary Public

My Commission Expires:

My Commission Expires August 23, 2011

Davidson County DEEDWARR
Recvd: 07/03/08 15:20 2 pgs
Fees:13.00 Taxes:958.30

20080703-0069235

EXHIBIT "A"

Land in Davidson County, Tennessee, being Unit No. 230 and Parking Space No. 48, together with the appurtenant interest in the common elements of The Bristol on Broadway, a horizontal property regime established by Master Deed, of record in Instrument No. 20050517-0055639, amended by Instrument No. 20060307-0026614 and Instrument No. 20070615-0071857, Register's Office for Davidson County, Tennessee, said Unit being depicted on the Condominum Site Plan attached as Exhibit "C" to the aforementioned Master Deed.

Being the same property conveyed to Hugh R. Lucas, unmarried, by deed from Bristol on Broadway L.P., a Tennessee limited partnership, of record as Instrument No. 20051005-0120081, Register's Office for Davidson County, Tennessee. Hugh R. Lucas has since married.

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 The Bristol on Broadway Condominium Association, Inc. of record in Instrument No. 20071024-0125856, corrected in Instrument No. 20071024-0125857, 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 The Bristol on Broadway, of record in Instrument No. 20050517-0055639, amended in Instrument No. 20060307-0026614 and Instrument No. 20070615-0071857, 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 21, page 39, Register's Office for Davidson County, Tennessee.
6. Limited easement of record in Instrument No. 20071113-0132706, Register's Office for Davidson County, Tennessee.
7. Subject to urban zoning overlay of record as Metro Ordinance No. BS-2000-364 made applicable by Ordinance No. BL-2000-476 of record in the Metropolitan Clerk's Office for Davidson County, Tennessee.
8. Matters shown on a survey by Wamble and Associates, Jimmy C. Yates, Tenn R.L.S. No. 1597 dated October 4, 2002, last revised February 14, 2005, W&A File No. 617-0102.