THIS INSTRUMENT PREPARED BY: **Mudter Morgan, Patterson & Akins** **Attorneys-at-Law** **2000 Richard Jones Road** **Suite 110** **Nashville, Tennessee 37215** **Record & Return To:** **Bankers Title & Escrow Co., Inc.** **FTEC File No. 27799-06-2008** BOX 50-B RETURN TO: PREPARED BY: BANKERS TITLE & ESCROW CORP. 3310 WEST END AVE. NASHVILLE, TN 37203	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $630,000.00. Affiant Subscribed and sworn to before me this 10th day of July, 2008. Notary Public My Commission Expires: May 8, 2012 PRISCILLA C. URBANEK NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

WARRANTY DEED

Address New Owner: Philip Nother, Diane Therese 240 Burlington Place Nashville, TN 37215	**Send Tax Bills To:** Citi Mortgage 1000 Technology Drive O'Fallen, Missouri 63368-2240	**Tax Information:** Map and Parcel No.: 117090C040.00CO

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, **Larry A. Painter and wife, Cynthia R. Painter**, ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Philip Nother and wife, Diane Therese** ("Grantee"), their 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 240 Burlington Place, Nashville, TN 37215

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.

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 10th day of July, 2008.

Larry A. Painter
By Lauren Rose Painter as his Attorney in Fact

Cynthia R. Painter
By Lauren Rose Painter as his Attorney in Fact

Davidson County DEEDWARR
Recvd: 07/14/08 12:41 2 pgs
Fees:13.00 Taxes:2331.00
20080714-0071987

STATE OF Tennessee, COUNTY OF Davidson

Before me, the undersigned, of the State and County aforesaid, personally appeared Lauren Rose Painter whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that she executed the within instrument on behalf of Larry A. Painter and Cynthia R. Painter as their Attorney-In-Fact, and as the free act and deed of the within named Larry A. Painter and Cynthia R. Painter.

Witness my hand and official seal, at office in Nashville, Tennessee, this 10th day of July, 2008.

MICHAEL MORGAN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
AT LARGE
J. Michael Morgan
My Commission Expires
July 25, 2009
STATE OF TENNESSEE

Notary Public

My Commission Expires:_____

EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot No. 40 on the Plan of Burlington as of record in Plat Book 5200, pages 403-406, amended in Book 6985, page 742, and in Book 8498, page 533, Register's Office for Davidson County, Tennessee to which plan reference is made for a more complete description.

Being the same property conveyed to Larry A. Painter and wife, Cynthia R. Painter by deed dated December 27, 1991 from Paul E. Cook, unmarried of record in Book 8517, page 345, 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. Declaration of Covenants, Conditions By-Laws and Restrictions for Burlington, a Planned Unit Development, of record in Book 5863, page 796, amended in Book 6046, page 134, Register's Office for Davidson County, Tennessee, (omitting therefrom any covenants, conditions or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenants, conditions or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons).
3. Dedication of common area to Burlington Cooperative Corporation of record in Book 6504, page 207, Register's Office for Davidson County, Tennessee.
4. Charter of Incorporation of Burlington Homeowners' Association, Inc. of record in Book 6018, page 349, Register's Office for Davidson County, Tennessee.
5. Charter of Incorporation of Burlington Cooperative Corporation of record in Book 5869, page 168, amended in Book 7570, page 316, and in Book 7866, page 386, and Book 8158, page 846, Register's Office for Davidson County, Tennessee.
6. 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 Burlington Condominiums, of record in Book 6011, page 653, amended in Book 6194, page 440, Book 6362, page 405, and in Book 11525, page 300, Register's Office for Davidson County, Tennessee.
7. Easements to the Metropolitan Government of Nashville and Davidson County for sanitary sewers and/or storm drainage, of record in Book 6929, page 646, Register's Office for Davidson County, Tennessee.
8. All matters appearing on the Plan of record as Book 5200, pages 403-406, amended in Book 6985, page 742, and in Book 8498, page 533, Register's Office for Davidson County, Tennessee.
9. Easement for sewer purposes of record in Book 3401, page 545, Register's Office for Davidson County, Tennessee.