PREPARED BY (AND RETURN TO):

WILKINS & IVEY

Attorneys at Law
104 Woodmont Blvd., Suite 100
Nashville, Tennessee 37205
Phone (615) 298-3312 - Fax 292-8746

Christy Wilkins Ivey

Percy Wilkins, Jr. (of Counsel)

W & I Ref:(dm) Title No: 49513
Dav. Co. File: Box 8

ADDRESS NEW OWNER:	**RESPONSIBLE FOR TAX PAYMENT:**
Barry K. Quinn Beth M. Quinn 4487 Post Place #55 Nashville, Tennessee 37205	Bank of America 9000 Southside Blvd. Bldg. 700 Jacksonville, Florida 32256

TAX MAP-PARCEL NUMBERS: 103150B05500CO

Davidson County DEEDWARR
Recvd: 07/30/08 13:57 4 pgs
Fees:23.00 Taxes:603.10
20080730-0078164

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$163,000.00,** cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Kaitlin James (erroneously referred to as "Katlin" in the prior conveyance), married and David E. James and spouse, Jeri A. Thomson,** hereinafter called the **Grantor**, have bargained and sold, and by these presents do hereby transfer and convey unto **Barry K. Quinn and spouse, Beth M. Quinn** 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. 55 of Lion's Head Condominium Apartment, a horizontal property regime pursuant to the Tennessee Horizontal Property Act, as shown on the Plan of record in Book 5200, page 82, 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 Katlin James, unmarried, David E. James and Jeri A. Thomson, husband and wife, joint tenants with rights of survivorship by warranty deed from Tracy Carter, unmarried dated Aug. 1, 2002 and recorded on Aug. 2, 2002 of record in Doc. No. 20020802-0092839, Register's Office for Davidson County, Tennessee.

Aaron Winter, spouse of Kaitlin James, joins in this conveyance solely to convey any and all marital interest he may have in subject property.

Katlin James and Kaitlin James are one and the same person.

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, of record in Book 5200, Page 82, 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. Agreement for Grant of Easement for Conservation Greenway of record in Doc. No. 20040728-0090473, said Register's Office. Easement for sanitary sewers and/or storm drainage to the Metropolitan Government of Nashville and Davidson County, Tennessee of record in Book 6909, page 212 and Book 7196, page 827, said Register's Office. Easement for sewer line purposes granted K.C. Club Incorporated of Nashville, Tennessee, by the most Rev. William L. Adrian, Bishop of Nashville of record in book 3224, page 527, and Book 3376, page 102, said Register's Office. Easement to construct and maintain a pipe line for natural gas granted Nashville Gas Company, a Tennessee corporation, by the

Most Rev. William L. Adrian, Roman Catholic Bishop of the Diocese of Nashville, of record in Book 3969, page 788, said Register's Office, the location of which is shown on page 789. Overhead line easement granted Metropolitan Government of Nashville and Davidson County, acting by and through the Electric Power Board of said Government by grant from David M. Carney and wife, of record in Book 4995, page 32, said Register's Office. A 20 foot sewer easement across the southeasterly portion of premises and across the northeasterly portion of premises, a 20 foot gas line easement (said easement extends across the center portion of the subject property and has a varied width at its northeasterly extremity), Richland Creek (the rights of upper and lower riparian owners to the free and unobstructed flow of the water of Richland Creek, extending through the subject property without diminution or pollution), a Nashville Electric Service Easement along the northeasterly line of premises, and an owner's certificate, as depicted on the survey made by James L. Murphy, Jr., and Co., dated June 5, 1974, and as shown on survey made by E. Ralph Roberson, Jr., May 5, 1976, and as appears on the Plan of the David M. Carney Development, of record in Book 4675, page 134, Register's Office for Davidson County, Tennessee. The provisions of the condominium Master Deed of record in Book 5340, page 70, Book 5342, page 683, 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.

*78162

This instrument is executed on behalf of David E. James by pursuant to a Power of Attorney executed by him on the 24th day of June, 2008, of record in Instrument No. 20080730000*, 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

*78163

This instrument is executed on behalf of Jeri A. Thomson by pursuant to a Power of Attorney executed by her on the 29th day of May, 2008, of record in Instrument No. 20080730000*, 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: 4487 Post Place # 55, Nashville, Tennessee 37205

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 29th day of July, 2008 .

Kaitlin James

Kaitlin James

Aaron Winter

David E James by Kaitlin James AIF

David E. James by Kaitlin James, Atty-In-Fact

Jeri A Thomson by Kaitlin James AIF

Jeri A. Thomson by Kaitlin James, Atty-In-Fact

State of TENNESSEE

County of DAVIDSON

On this 29th day of July, 2008 , before me the undersigned authority, personally appeared **Kaitlin James and Aaron Winter**, 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 the execution as a free act and deed.

My Commission Expires:

CHRISTY W IVEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires May 2, 2011

Notary

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 **Kaitlin James**, 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 **David E. James and Jeri A. Thomson** , 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 29th day of July, 2008

Notary Public

My Commission Expires:

CHRISTY W IVEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commissior Expires May 2, 2011

EXHIBIT "A"
To
Warranty Deed

FROM: Kaitlin James and David E. James and spouse, Jeri A. Thomson

TO: Barry K. Quinn and spouse, Beth M. Quinn

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.

Kaitlin James, Affiant

Sworn to and subscribed before me this 29th day of July, 2008

Notary Public

My Commission Expires:

CHRISTY W IVEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commissior Expires May 2, 2011

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: $163,000.00

Affiant

Sworn and subscribed before me this 29th day of July, 2008

Notary Public

My Commission Expires

CHRISTY W IVEY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires May 2, 2011