WARRANTY DEED

STATE OF TENNESSEE]

COUNTY OF DAVIDSON]

Street Address of Subject Property
2258 Lebanon Pike, Unit 46
Nashville, Tennessee 37214

Map-Parcel No:
Map 095030A04600CO
Parcel 46

Send tax bills to: New owner
James W. Lusk
2258 Lebanon Pike, Unit 25
Nashville, Tennessee 37214

FOR AND IN CONSIDERATION of Ten Dollars ($10.00), and other considerations paid in accordance with the attached General Agreement between David Adam Partin and James W. Lusk, the receipt and sufficiency of which are hereby acknowledged, **DAVID ADAM PARTIN,** hereinafter called **"GRANTOR,"** has bargained and sold, and by these presents do transfer and convey unto **JAMES W. LUSK,** hereinafter called **"GRANTEE,"** her heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

A certain condominium in Davidson County, Tennessee, being Unit 46 of Magnolia Square Condominiums of record in Book 5200, page 702, as Amended in Book 6685, page 253, in the Register's Office for Davidson County, Tennessee.

Being the same property conveyed to **DAVID ADAM PARTIN** by deed from Heather R. Johnson by owner document DB-20040203 0013009, Register's Office for Davidson County, Tennessee. Being the same property conveyed to Heather R. Johnson from 1994-N2 Tennessee Associates, L.P. a Delaware limited partnership, in Deed Book 11405, page 444, Register's Office for Davidson County, Tennessee.

This is improved property known as 2258 Lebanon Pike, Unit 46, Nashville, Tennessee.

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

1. 2008 Davidson County taxes will be assumed by the Grantee;

2. All matters shown on the Plan of record in Book 5200, page 702, as amended in Book 6685, page 253, Register's Office for Davidson County, Tennessee.

3. Master Deed of record in Book 6685, page 253, said Register's office.

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, her heirs and assigns, forever, and GRANTOR does covenant with the said GRANTEE that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out, and GRANTOR does further covenant and bind herself, her heirs and assigns, to warrant and forever defend the title to the said land to the said GRANTEE, her 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 my hand this 5th day of August, 2008

DAVID ADAM PARTIN

Davidson County DEEDWARR
Recvd: 08/05/08 14:26 3 pgs
Fees:18.00 Taxes:264.14
20080805-0080736

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS
$ 71590.00

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF Aug 20 08

Deputy Register

STATE OF TENNESSEE]

COUNTY OF DAVIDSON]

On this 5th day of August, 2008, before me personally appeared DAVID ADAM PARTIN, to me known to be the person(s) described in, and who executed the foregoing instrument, and who acknowledged the execution of the same to be her free act and deed.

Witness my hand and seal.

Notary Public

My Commission Expires: 3/2/2011

GERI DENHERTOG
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Prepared by: James W. Lusk, 2258 Lebanon Pike, Unit 25, Nashville, Tennessee 37214

Exhibit A

GENERAL AGREEMENT

THIS AGREEMENT, made this July 30, 2008, by and between DAVID ADAM PARTIN, 2258 Lebanon Pike, Unit 46, Nashville, Tennessee 37214 and JAMES W. LUSK, 2258 Lebanon Pike, Unit 25, Nashville, Tennessee 37214.

WITNESSETH: That in consideration of the mutual covenants and agreements to be kept and performed on the part of said parties hereto, respectively as herein stated, the said party of the first part does hereby covenant and agree that it shall:

I. Sell complete ownership of Unit 46, 2258 Lebanon Pike, Nashville, Tennessee 37214, as indicated in the attached Warranty Deed (subject to debt) to JAMES W. LUSK, 2258 Lebanon Pike, Unit 25, Nashville, Tennessee 37214, for the total amount of payoff of existing mortgage in the amount of $59,750, and the existing Home Equity Loan in the amount of $10,640.12, and an additional cash amount of $1,000.00 to be paid to seller upon closing, for a total purchase price of $71,390.00, payable as indicated below. James W. Lusk (buyer) agrees to assume responsibility for all 2008 METRO Davidson County Property Taxes.

II. And James W. Lusk covenants and agrees that he shall: Pay off the balance of the mortgage indicated in the attached Warranty Deed (subject to debt) and existing Home Equity Loan as shown above as of August 5, 2008, and pay the remainder of the balance to equal a total of $71.390.00 to DAVID ADAM PARTIN.

III. Other terms to be observed by and between the parties: DAVID ADAM PARTIN agrees to ensure that all necessary deeds, lien releases, and current title insurances received from the mortgage company are forwarded to James W. Lusk, 2258 Lebanon Pike, Unit 25, Nashville, Tennessee 37214, upon receipt. James W. Lusk will assume responsibility for payment of Homeowner's Association Fees beginning August 1, 2008, and property taxes for the period January 1, 2008 through December 31, 2008.

iv. DAVID ADAM PARTIN hereby agrees to forward any and all necessary lien release, deed, and title papers received from said mortgage company upon receipt to James W. Lusk, 2258 Lebanon Pike, Unit 25, Nashville, Tennessee 37214.

This agreement shall be binding upon the parties, their successors, assigns and personal representatives. Time is of the essence on all undertakings. This agreement shall be enforced under the laws of the State of Tennessee. This is the entire agreement.

Signed this 5th day of August, 2008

DAVID ADAM PARTIN

James W. Lusk

On this 5th day of August, 2008, before me personally appeared DAVID ADAM PARTIN, and JAMES W. LUSK, to me known to be the person(s) described in, and who executed the foregoing instrument, and who acknowledged the execution of the same to be her free act and deed.

Witness my hand and seal

Notary Public

My Commission Expires: 3/7/2011

GERI DENHERTOG
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY