THIS INSTRUMENT PREPARED BY: **Mudter Morgan, Patterson & Akins** **Attorneys-at-Law** **2000 Richard Jones Road** **Suite 110** **Nashville, Tennessee 37215** **Record & Return To:** **First Title & Escrow Co., Inc.** **FTEC File No. 28025-08-2008** File Box 9B	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $625,000.00. Affiant Subscribed and sworn to before me this 28th day of August, 2008. Notary Public My Commission Expires:

APRIL N. PROVINE
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires SEPT. 19, 2009

WARRANTY DEED

Address New Owner: Elinor B. Peek 3901 West End Avenue, Unit 1107 Nashville, TN 37205	**Send Tax Bills To:** New Owner	**Tax Information:** Map and Parcel No.: 103160A023.00CO

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, **Peggy Campbell Steele and Howell H. Campbell, III., Co-Executors of the Estate of Edith B. Campbell, Deceased as to a forty percent (40%) interest and Pinnacle National Bank, Trustee of Marital Trust-B-Mitchell Under Will of Howell Campbell, Jr. as to a twenty percent (20%) interest and Pinnacle National Bank, Trustee of Marital Trust-B-Steele and Campbell Trust Under Will of Howell Campbell, Jr. as to a forty percent (40%) interest,** ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Elinor B. Peek, Unmarried** ("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 3901 West End Avenue, Unit 1107, Nashville, TN 37205

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 28th day of August, 2008.

Peggy Campbell Steele, Co-Executor

Howell H. Campbell, III, Co-Executor

Pinnacle National Bank, Trustee of Marital Trust-B-Mitchell

BY: Pinnacle Financial Partners

BY: _____
Robert D. Newman, Senior Vice President

Davidson County DEEDWARR
Recvd: 09/03/08 13:21 3 pgs
Fees:18.00 Taxes:2312.50
20080903-0090252

Pinnacle National Bank, Trustee of Marital Trust-B-Steele and Campbell

BY: Pinnacle Financial Partners

BY: _____
Robert D. Newman, Senior Vice President

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, Peggy Campbell Steele and Howell H. Campbell, III., Co-Executors of the Estate of Edith B. Campbell, 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 and official seal, this the 28th day of August, 2008.

Notary Public

My Commission Expires:

GEORGE E. MUOTER, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires MAY 8, 2012

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Before me, the undersigned, of the State and County aforesaid, personally appeared Robert D. Newman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Senior Vice President of Pinnacle Financial Partners, authorized to sign for Pinnacle National Bank, Trustee of the Marital Trust B-Mitchell , a Trust, and that he as such Senior Vice President of Pinnacle Financial Partners, authorized to sign for Pinnacle National Bank, Trustee, has executed the foregoing instrument for the purposes therein contained, by signing his name as Senior Vice President of Pinnacle Financial Partners, authorized to sign for Pinnacle National Bank, Trustee of the aforesaid Trust.

Witness my hand, this 28th day of August, 2008.

Notary Public

My Commission Expires:

GEORGE E. MUOTER, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires MAY 8, 2012

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Before me, the undersigned, of the State and County aforesaid, personally appeared Robert D. Newman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Senior Vice President of Pinnacle Financial Partners, authorized to sign for Pinnacle National Bank, Trustee of the Marital Trust B-Steele and Campbell, a Trust, and that he as such Senior Vice President of Pinnacle Financial Partners, authorized to sign for Pinnacle National Bank, Trustee, has executed the foregoing instrument for the purposes therein contained, by signing his name as Senior Vice President of Pinnacle Financial Partners, authorized to sign for Pinnacle National Bank, Trustee of the aforesaid Trust.

Witness my hand, this 28th day of August, 2008.

Notary Public

My Commission Expires:

GEORGE E. MUOTER, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires MAY 8, 2012

EXHIBIT "A"

Land in Davidson County, Tennessee, being Unit No. 1107 on the Plan of 1st Revision 11th Floor Rokeby Condominium Apartments, of record in Plat Book 5050, page 68 and amending Plat Book 5060, page 16, Register's Office for said County, to which plan reference is made for a more complete description, together with the appurtenant interest in the common elements of Rokeby, a horizontal property regime established by Master Deed of record in Book 4829, page 138, amended in Book 4983, page 98, Book 5096, page 409, Book 5459, page 179, Book 7399, page 814, Book 9828, page 213, Instrument No. 20060717-0085390, Instrument No. 20060724-0089036 and Instrument No. 20060110-0003792, said Register's Office.

Being the same property conveyed to Howell H. Campbell, Jr. and wife, Edith B. Campbell by Warranty Deed dated December 31, 1976 from The Rokeby Corporation of record in Book 5102, page 634, Register's Office for Davidson County, Tennessee. Howell H. Campbell, Jr. died on October 20, 1995. Edith B. Campbell subsequently conveyed a twenty percent (20%) interest in said property to Pinnacle National Bank, Trustee of Marital Trust-B-Mitchell established under the Will of Howell Campbell, Jr., with full power to sell, transfer, mortgage and convey without signature of any beneficiary, by Quitclaim Deed of record in Instrument No. 20070827-0102013 and a forty percent (40%) interest in said property to Pinnacle National Bank, Trustee of the Marital Trust-B-Steele and Campbell Trust established under the Will of Howell Campbell, Jr., with full power to sell, transfer, mortgage and convey without signature of any beneficiary, by Instrument No. 20070827-0102014, Register's Office for Davidson County, Tennessee. Edith B. Campbell died on January 3, 2008. By the terms of her Will, under Docket No. 08P-77, Davidson County Probate Court Clerk's Office, she directed that her real estate be deemed part of her probate estate for administration purposes. Letters Testamentary were issued to Peggy Campbell Steele and Howell H. Campbell, III.

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 Rokeby Homeowners Association of record in Book 4949, page 924, 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 Rokeby, of record in Book 4829, page 138, amended in Book 4983, page 98, Book 5096, page 409, Book 5459, page 179, Book 7399, page 814, Book 9828, page 213, Instrument No. 20060110-0003792, Instrument No. 20060717-0085390, and Instrument No. 20060724-0089036., 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 5050, page 16 and amended in Book 5060, page 68, Register's Office for Davidson County, Tennessee.