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. 28026-08-2008** File Box 9B	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $432,000.00 Affiant Subscribed and sworn to before me this 5th day of September, 2008. Notary Public Notary Seal present, but could not be reproduced. My Commission Expires: Bill Garrett Davidson County Register of Deeds

WARRANTY DEED

Address New Owner: Dennis R. Barbakow, Trustee, Penelope L. Barbakow, Trustee 4301 Gulf Shore Boulevard North, Unit 702 Naples, FL 34103	**Send Tax Bills To:** New Owner	**Tax Information:** Map and Parcel No.: 116080G219.00CO

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, **William E. Wehby, Married**, ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Dennis R. Barbakow, Trustee of the Penelope L. Barbakow Revocable Trust dated September 3, 1993, as to an undivided fifty percent (50%) interest and Penelope L. Barbakow, Trustee of the Dennis R. Barbakow Revocable Trust dated September 3, 1993, as to an undivided fifty percent (50%) interest** ("Grantee"), its successors, heirs and assigns, all that tract or parcel of land in Davidson County, Tennessee, more particularly described on Exhibit "A" hereto.

Subject property is not the principal residence of the Grantor or his spouse, Teresa Jones Wehby.

This is improved property located at 3717 Auburn Lane, 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 5th day of September, 2008.

William E. Wehby

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

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

Witness my hand, at office, this 5th day of September, 2008.

Notary Public

My Commission Expires:

BETTY H. SMITH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 7, 2011

Davidson County DEEDWARR
Recvd: 09/10/08 14:32 2 pgs
Fees:13.00 Taxes:1598.40
20080910-0092788

EXHIBIT "A"

Land in Davidson County, Tennessee, being Unit No. 7 on the Plan of 2nd Revision Chestnut Hill Condominiums (Sugartree Phase #V), of record in Plat Book 5200, page 537, 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 Chestnut Hill, a horizontal property regime established by Master Deed of record in Book 5560, page 763, said Register's Office.

Being the same property conveyed to William Wehby, Unmarried by Warranty Deed dated March 16, 2007 from William Mark Lyle Andrews and wife, Caroline Brown Andrews of record in Instrument No. 20070321-0034122, Register's Office for Davidson County, Tennessee. William Wehby is also known as William E. Wehby and 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. Declaration of Covenants, Conditions and Restrictions for Sugartree of record in Book 11758, page 466, 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. 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 Chestnut Hill, of record in Book 5560, page 763, 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. Easements to the Metropolitan Government of Nashville and Davidson County for sanitary sewers and/or storm drainage, of record in Book 5387, pages 829, 835, 841, and in Book 7061, page 100, Register's Office for Davidson County, Tennessee.
6. All matters appearing on the Plan of record as Book 5200, page 537, Register's Office for Davidson County, Tennessee.