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THIS INSTRUMENT PREPARED BY: **Mudter Morgan, Patterson & Akins** **Attorneys-at-Law** **2000 Richard Jones Road** **Suite 110** **Nashville, Tennessee 37215** **FTEC File No. 28214-12-2008** **Record & Return To:** **Centennial Title Company, Inc.** **30 Burton Hills Blvd., Suite 240** **Nashville, TN 37215**	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $456,000.00. Affiant Subscribed and sworn to before me this 30th day of December, 2008. Notary Public My Commission Expires: 7-15-09

WARRANTY DEED

Address New Owner: Paul R. Magyar, Mary G. Magyar 4227 Savannah Place Nashville, TN 37204	**Send Tax Bills To:** Suntrust Mortgage, Inc 401 Commerce St. Ste 6100 Nashville, TN 37219	**Tax Information:** Map and Parcel No.: 132050A002.00CO

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, **Donna A. Morton**, unmarried("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Paul R. Magyar and Mary G. Magyar, husband and wife** ("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 4227 Savannah Place, Nashville, TN 37204

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 30th day of December, 2008.

Donna A. Morton

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

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

Witness my hand, at office, this 30th day of December, 2008.

Notary Public

My Commission Expires:

GERALD G. PATTERSON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires August 23, 2011

Davidson County DEEDWARR
Recvd: 12/30/08 15:05 2 pgs
Fees:13.00 Taxes:1687.20

20081230-0123635

EXHIBIT "A"

Land in Davidson County, Tennessee, being Unit No. 4227 on the plan of Savannah Place, of record in Plat Book 9700, page 235, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description, together with the appurtenant interest in the common elements of Savannah Place, a horizontal property regime with private elements established by Master Deed of record in Book 10183, page 71, Register's Office for Davidson County, Tennessee, and being located upon Lot No. 5 on the Plan of Jewell Estates of record in Plat Book 9700, page 14, as amended in Plat Book 9700, page 235, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Donna A. Morton by deed dated March 12, 1998, from Dudley Warner Properties, LLC, a Tennessee limited liability company, of record in Book 10836, page 992, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. 2008 City/County Taxes which have been paid by the Grantor and prorated by the parties.
2. Restrictive covenants contained in an instrument of record in Book 1786, page 501, Book 2154, page 458, and Book 3529, page 623, 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. Charter of Incorporation of Savannah Place Homeowners' Association of record in Book 10187, page 968, Register's Office for Davidson County, Tennessee.
4. 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 Savannah Place, of record in Book 10183, page 71, Register's Office for Davidson County, Tennessee.
5. Terms and limitations imposed by Tennessee Horizontal Property Act, T.C.A. § 66-27-101, et seq.
6. Easements to the Metropolitan Government of Nashville and Davidson County for sanitary sewers and/or storm drainage, of record in Book 4100, page 127, Register's Office for Davidson County, Tennessee.
7. All matters appearing on the Plan of record as Book 9700, page 14, amended in Book 9700, page 235, Register's Office for Davidson County, Tennessee.
8. All matters appearing on the Plans of record as Book 5190, pages 699 and 663, Register's Office for Davidson County, Tennessee.