THIS INSTRUMENT PREPARED BY: **Mudter Morgan, Patterson & Akins** **Attorneys-at-Law** **2000 Richard Jones Road** **Suite 110** **Nashville, Tennessee 37215** **FTEC File No. 28215-12-2008** **Record & Return To:** **First Title and Escrow Company, Inc.** **2000 Richard Jones Road, Suite 110** **Nashville, TN 37215** File Box 9-B	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $181,500.00. Brian Patrick Brown Affiant Subscribed and sworn to before me this 31st day of December, 2008. Notary Public My Commission Expires:

GEORGE E. MUDTER, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY TENN.
My Commission Expires MAY 8, 2012

WARRANTY DEED

Address New Owner: Brian Patrick Brown 5025 Hillsboro Pike, Apt. 2M Nashville, TN 37215	**Send Tax Bills To:** NEW OWNER	**Tax Information:** Map and Parcel No.: 131010D005.00CO

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, **A. E. Price**, unmarried ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Brian Patrick Brown, 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 5025 Hillsboro Pike, Apt. 2M, 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 31st day of December, 2008.

A. E. Price

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, **A. E. Price**, 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 31st day of December, 2008.

Notary Public

My Commission Expires:

GEORGE E. MUDTER, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY TENN.
My Commission Expires MAY 8, 2012

Davidson County DEEDWARR
Recvd: 01/06/09 14:05 2 pgs
Fees:13.00 Taxes:671.55
20090106-0001329

EXHIBIT "A"

Land in Davidson County, Tennessee, being Unit No. 5, also known as Apartment No. 2M, on the Plan of Georgetown Condominium Apartments of record in Plat Book 5200, page 4, 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 5025 Hillsboro Homeowner's Association, a horizontal property regime established by Master Deed of record in Book 5211, page 325, amended in Book 5616, page 133, and Book 6079, page 516, said Register's Office.

Being the same property conveyed to A. E. Price by deed dated June 1, 1988 from William W. Force and wife, Rose H. Force of record in Book 7560, page 302, 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. Charter of Incorporation of 5025 Hillsboro Homeowners' Association of record in Book 5233, page 459, 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 5025 Hillsboro Homeowners' Association, of record in Book 5211, page 325, amended in Book 5616, page 133 and Book 6079, page 516, Register's Office for Davidson County, Tennessee. Appointment of Successor Trustee of record in Book 10225, page 413, 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 4308, page 575, Register's Office for Davidson County, Tennessee.
6. All matters appearing on the Plan of record as Book 5200, page 4, Register's Office for Davidson County, Tennessee.
7. Easement for overhead lines of record in Book 7873, page 859, Register's Office for Davidson County, Tennessee.