THIS INSTRUMENT PREPARED BY: **Mudter Morgan, Patterson & Akins** **Attorneys-at-Law** **2000 Richard Jones Road** **Suite 110** **Nashville, Tennessee 37215** **FTEC File No. 28771-05-2009** **Record & Return To:** **First Title and Escrow Company, Inc.** **2000 Richard Jones Road, Suite 110** **Nashville, TN 37215** File Box 9B	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $146,500.00. Thomas H. McKelvey Affiant Subscribed and sworn to before me this 19th day of June, 2009. 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: Thomas Harold McKelvey, III 700 Church Street, Unit 707 Nashville, TN 37203	**Send Tax Bills To:** Regions Mortgage 2050 Parkway Office Circle Birmingham, AL 35244	**Tax Information:** Map and Parcel No.: 093-05-2-B-047.00CO

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, **C. Lee Parmley**, ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Thomas Harold McKelvey, III** ("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 700 Church Street, Unit 707, Nashville, TN 37203

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 19th day of June, 2009.

C. Lee Parmley by J. Michael Morgan Attorney-in-Fact

C. Lee Parmley
By J. Michael Morgan, Attorney-in-Fact

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, J. Michael Morgan, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that J. Michael Morgan is the Attorney-in-Fact for the said C. Lee Parmley and is authorized by the said C. Lee Parmley to execute this instrument on his behalf.

Witness my hand, at office, this 19th day of June, 2009.

Notary Public

My Commission Expires:

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

My Commission Expires MAY 8, 2012

BILL GARRETT, Davidson County
Trans:T20090041963 DEEDWARR
Recvd: 06/23/09 14:38 2 pgs
Fees:13.00 Taxes:542.05

20090623-0058449

EXHIBIT "A"

Land in Davidson County, Tennessee, being Unit No. 707, together with the appurtenant interest in the common elements of Bennie Dillon, a horizontal property regime established by Master Deed, of record in Instrument No. 20051215-0150617 and amended in Instrument No. 200608010093636, Register's Office for Davidson County, Tennessee, said Unit being depicted on the Condominium Site Plan attached as Exhibit "C" to the aforementioned Master Deed.

Being the same property conveyed to C. Lee Parmley by deed dated 5/22/2006 from Bennie Dillon Development Company, LLC, a Tennessee limited liability company, of record in Instrument No. 20060524-0060924, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. 2009 County Taxes which have been assumed by Grantee and prorated between the parties.
2. Restrictive covenants of Capitol Mall Redevelopment Project contained in an instrument of record in Book 7423, Page 374, Book 8421, Page 587, Book 9208, Page 613, Book 10512, Page 464, Instrument No. 20020626-0076795 and Instrument No. 20050124-0008719, 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 Bennie Dillon Condominium Association, Inc. of record in Instrument No. 20051215-0150618, 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 Bennie Dillon, of record in Instrument No. 20051215-0150617, amended in Instrument No. 20060801-0093636, 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. Memorandum of Lease of record in Book 11011, Page 123, assignment and assumption of record in Book 11477, Page 85 and Instrument No. 20050420-0044175, Register's Office for Davidson County, Tennessee.
7. Covenants, restrictions and obligations of the previous owner set forth in that certain unrecorded Development Agreement dated 11/1/1997, as amended.