03

Fidelity Title

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. 28816-06-2009**	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $94,000.00. Rachelle Caudill Affiant Subscribed and sworn to before me this 24th day of June, 2009. Diane K Mann Notary Public My Commission Expires: 2/11/13

DIANE K MANN STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY, TN

WARRANTY DEED

Address New Owner: John Bryan Wheeler 201 Acklen Park Drive, #12 Nashville, TN 37203	**Send Tax Bills To:** NEW OWNER	**Tax Information:** Map and Parcel No.: 104 02 0 A 012.00CO

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, **U. Grant Browning**, married ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **John Bryan Wheeler** ("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 201 Acklen Park Drive, #12, 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.

This is not nor ever has been the principal residence of the Grantor.

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 24th day of June, 2009.

U. Grant Browning

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, **U. Grant Browning**, 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 24th day of June, 2009.

Donald E. Kniffen
Notary Public

My Commission Expires:

DONALD E. KNIFFEN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 22, 2010

BILL GARRETT, Davidson County
Trans:T20090043364 DEEDWARR
Recvd: 06/29/09 15:20 2 pgs
Fees:13.00 Taxes:347.80
20090629-0060357

EXHIBIT "A"

Land in Davidson County, Tennessee, being Unit No. 12 on the Plan of Acklen Place Condominiums, of record in Book 5200, Page 503, 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 Acklen Place, a horizontal property regime established by Master Deed of record in Book 6045, Page 173 amended in Book 7011, Page 177 and Book 11237, Page 290, said Register's Office.

Being the same property conveyed to U. Grant Browning by deed dated July 20, 1983 from Union Development Company, Inc. of record in Book 6100,page 89, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. 2009 County Taxes which have been prorated by the parties and assumed by the Grantee.
2. Charter of Incorporation of Acklen Place, Inc. of record in Book 6053, page 803, 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 Acklen Place, of record in Book 6045, page 173, amended in Book 7011, page 177 and in Book 11237, page 290, 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 5200, page 503, Register's Office for Davidson County, Tennessee.