This Instrument Prepared By: R. W. Hardison, Esq. Hardison & Hay, Attorneys at Law 506 N. High Street Post Office Box 1967 Columbia, Tennessee 38402-1967	Send Tax Bills To: RANDY HIGGS 1211 SOUTH MAIN ST COLUMBIA TN 38401	Owner: RANDY HIGGS 1211 SOUTH MAIN ST COLUMBIA TN 38401

PARTITION DEED

This indenture is made and entered into this 28TH day of JULY, 2009 between DARRELL HIGGS (hereinafter referred to as "GRANTOR") and RANDALL HIGGS AKA RANDY HIGGS (hereinafter referred to as "GRANTEE").

WHEREAS, GRANTOR and GRANTEE own together as tenants in common the real property more particularly described in Tract 1 and Tract 2 herein;

WHEREAS, by mutual consent and agreement, Grantor and Grantee have decided to terminate their tenancy in common and partition said property with Grantee becoming the sole tenant of said property hereinafter described.

For and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, cash in hand paid, Grantor does by these presents, sell, release, remise and quitclaim unto Grantee, the following described tracts or parcels of property:

TRACT 1:

SITUATE in the Nineteenth (19th) Civil District of Davidson County, Tennessee and being more particularly described as follows:

Unit 601 and Unit 602 in a Horizontal Property Regime as shown on the Condominium Site Plan of 207 Third Avenue North Condominium as shown on Exhibit "B" of the Master Deed for The Phoenix Loft of record in Instrument No. 20040701-0125906, as amended and restated in Instrument No. 20050907-0107157 and Instrument No. 20051019-0125906, in the Davidson County, Tennessee Register of Deeds office, to which reference is hereby made for a more complete description of said Units.

TOGETHER with each and all of the rights, privileges and appurtenances thereunto belonging as set forth in the Master Deed, Plan and Administrative By-Laws, including without limitation such Units' undivided percentage interest in the land and general common elements.

As permitted under Paragraph 5(c) of the Amended and Restated Master Deed for The Phoenix Loft of record in Instrument No. 20051019-0125906 in the Davidson County, Tennessee Register of Deeds office, there is ALSO CONVEYED HEREWITH, as an appurtenance to Unit 601 and Unit 602, the exclusive use of that portion of the roof area which is currently clear of improvements and fixtures being at least 2,000 square feet comprised of areas approximately 35 feet wide on each end of the building, subject only to easements for utilities, etc. as set forth in said amended and restated master deed. Said exclusive use appurtenances will transfer along with the Units to Grantee's heirs, successors and assigns.

BILL GARRETT, Davidson County
Trans:T20090052041 DEEDQC
Recvd: 08/03/09 08:42 3 pgs
Fees:18.00 Taxes:333.00
20090803-0072135

BEING the same property conveyed to Darrell Higgs and Randy Higgs by instrument of record in Instrument No. 20070711-0082496 in the Davidson County, Tennessee Register of Deeds office.

TAX PARCEL # 093.02-3D-009.00 (Unit 601) and 010.00 (Unit 602)

PROPERTY ADDRESS: 207 3rd Avenue North, Nashville, Tennessee

TRACT 2:

SITUATE in the Nineteenth (19th) Civil District of Davidson County, Tennessee and being more particularly described as follows:

BOUNDED on the Northeast by Right-of-Way of 3rd Avenue North (ROW Varies), on the Southeast by B.H.L., LLC, as recorded in Deed Instrument No. 20021105-0135528 in the Davidson County, Tennessee Register of Deeds office, on the Southwest by ROW of Printers Alley (ROW Varies), on the Northwest by 211 Buildings, Inc., as recorded in Deed Book 7063, Page 961 in the Davidson County, Tennessee Register of Deeds office. Tract being described as follows: Point of commencement being the centerline intersection of 3rd Avenue North and Church Street; thence leaving said centerline intersection North 38 degrees 35 minutes 29 seconds West 154.30 feet to a set point being the true point of beginning also being the Southeast corner of the tract being described, said point lying on the Southwesterly ROW margin of 3rd Avenue North; thence leaving said ROW margin South 60 degrees 18 minutes 25 seconds West 175.46 feet to a set point on the Northeasterly ROW Margin of Printers Alley; thence with said ROW North 29 degrees 41 minutes 35 seconds West 30.17 feet to a set point; thence leaving said ROW of Printers Alley North 60 degrees 18 minutes 25 seconds East 175.46 feet to a set point on the Southwesterly ROW margin of 3rd Avenue North; thence with said ROW margin South 29 degrees 41 minutes 35 seconds East 30.17 feet to the true point of beginning, containing 5,293 square feet or 0.12 acres. This description resulted from a survey dated April 8, 2003 by Robert M. Searson (Tennessee Registered Land Surveyor No. 1666) of Littlejohn Engineering Associates, Inc.

BEING the same property conveyed to Randall Higgs and Darrell Higgs by instrument of record in Instrument No. 20071226-0147334 the Davidson County, Tennessee Register of Deeds office.

TAX PARCEL # 093.02-3-166.00

PROPERTY ADDRESS: 209 3rd Avenue North, Nashville, Tennessee

Grantee joins in the execution of this instrument for the purpose of acknowledging (i) his assumption of any and all debts, liabilities and obligations associated with the above-described tracts or parcels of property, and (ii) his agreement to indemnify Grantor against any and all debts, liabilities and obligations associated with the above-described tracts or parcels of property.

In Witness Whereof, Grantor has set its hand(s) the date first above-written.

GRANTOR:

DARRELL HIGGS

GRANTEE:

RANDALL HIGGS
AKA RANDY HIGGS

STATE OF TENNESSEE)
)
COUNTY OF MAURY)

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared DARRELL HIGGS, to me known to be the person(s) described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged that the foregoing instrument was executed for the purposes therein contained.

Witness my hand and seal at office in the aforesaid state and county this 28th day of July, 2009.

SEAL

RANDY W. HARDISON STATE OF TENNESSEE NOTARY PUBLIC MAURY COUNTY, TENN.

NOTARY PUBLIC
COMMISSION EXPIRES: _____

STATE OF TENNESSEE)
)
COUNTY OF MAURY My Commission Expires JAN. 10, 2011

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared RANDALL HIGGS AKA RANDY HIGGS, to me known to be the person(s) described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged that the foregoing instrument was executed for the purposes therein contained.

Witness my hand and seal at office in the aforesaid state and county this 28th day of July, 2009.

SEAL

DANIEL L. MURPHY STATE OF TENNESSEE NOTARY PUBLIC MAURY COUNTY, TENN.

NOTARY PUBLIC
COMMISSION EXPIRES: 5/20/2013

OATH: I, the undersigned affiant, do hereby swear or affirm that the actual consideration for transfer or the value of the property being transferred, whichever is greater, is $90,000.00. [PARTITION DEED]

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THE UNDERSIGNED THIS 28 DAY OF July, 2009.

SEAL

RANDY W. HARDISON STATE OF TENNESSEE NOTARY PUBLIC MAURY COUNTY, TENN.

My Commission Expires JAN. 10, 2011

NOTARY PUBLIC
COMMISSION EXPIRES:

THE PREPARER OF THIS INSTRUMENT MAKES NO REPRESENTATIONS OR CERTIFICATIONS AS TO THE CONDITION OF TITLE TO THE ABOVE-DESCRIBED PROPERTY AND HAS PREPARED THIS INSTRUMENT BASED SOLELY UPON INFORMATION PROVIDED BY THE PARTIES. FURTHER THE PREPARER OF THIS INSTRUMENT HAS NOT ACTED AS "SETTLEMENT AGENT" IN THIS TRANSACTION AS THAT TERM IS DEFINED BY THE INTERNAL REVENUE CODE AS MOST RECENTLY AMENDED.