WARRANTY DEED

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS ~~$540,000.00~~ $539,300.00

Affiant

Subscribed and sworn to me on January 29, 2010.

NOTARY PUBLIC

My Commission Expires: 7-24-10

JOHN GLEAVES NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

BILL GARRETT, Davidson County
Trans:T20100006860 DEEDWARR
Recvd: 02/03/10 13:16 2 pgs
Fees:13.00 Taxes:1995.41
20100203-0008649

THIS INSTRUMENT WAS PREPARED BY:
Community Title Company, LLC
2200 Abbott Martin Road
Nashville, TN 37215
(615)269-7676

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
James A. McCroskey 3826 Bedford Avenue, #304 Nashville, Tennessee 37215	New Owner	117-14-0B-304.00CO

FOR AND IN CONSIDERATION of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **VELVET B. VANHOOSE, single**, hereinafter called **"GRANTOR,"** has bargained and sold, and by these presents does transfer and convey unto **JAMES A. McCROSKEY, single,** hereinafter called **"GRANTEE,"** his successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

LAND in Davidson County, Tennessee, being Unit No. 304 and the appurtenant interest in the common elements of Bedford Commons II Condominiums, a horizontal property regime established by Master Deed of record in Instrument No. 20061027-0133507, Register's Office for Davidson County, Tennessee, said Unit being depicted on the Condominium Site Plan attached as Schedule 5- Third Floor Plan to the aforementioned Master Deed and being located upon Lot No. 2 of the Plan of Bedford Avenue Subdivision Phase 2 of record in Instrument No. 20050929-0116962, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Velvet B. VanHoose, single, from Bedford Commons II General Partnership, by Quitclaim Deed dated November 21, 2008 and recorded in Instrument No. 20081126-0115695, Register's Office for Davidson County, Tennessee.

The conveyance of the above-described parcel of land is subject to the following:

1. 2010 Davidson County and subsequent taxes are assumed by the Grantees; and
2. Subject to any and all covenants, conditions, zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property, appearing in the public records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c); and
3. Subject to all matters as set forth on the Final Plat of Bedford Avenue Subdivision, Phase II of record in Instrument No. 20050929-0116962, Register's Office for Davidson County, Tennessee; and
4. Declarations of Covenants, Conditions and Restrictions for Bedford Commons of record in Instrument No. 20050406-0038094, supplemented in Instrument No. 20050609-0066029, Instrument No. 20050621-0070753, and Instrument No. 20060831-0107993, 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); and
5. Charter of Incorporation of Bedford Commons II Condominium Association, Inc. of record in Instrument No. 20061101-0135853, Register's Office for Davidson County, Tennessee; and
6. 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 Bedford Commons II Condominiums, of record in Instrument No. 20061027-0133507, said Register's Office.; and

7. Storm Water Quality Agreement of record in Instrument No. 20060309-0027609, said Register's Office; and
8. Agreement for Dedication of Easement for sanitary sewers and/or storm drainage, water mains, pumps and appurtenances or record in Instrument No. 20060309-0027620, said Register's Office; and
9. Charter of Incorporation of Bedford Commons Association, Inc. of record in Instrument No. 20050411-0039751, said Register's Office; and
10. Terms and limitations imposed by Tennessee Horizontal Property Act, T.C.A. 66-27-101, et seq; and
11. Permanent Cross Access/ Joint Use Driveway Easements of record in Instrument Nos. 20050812-0095774 and 20050812-0095775, said Register's Office.; and
12. Storm Water Detention Agreement of record in Instrument No. 20040928-0116720, said Register's Office; and
13. Subject to all matters of record in Plat Book 974, Pages 64 and 65, said Register's Office; and
14. Articles of Organization of Bedford Commons II, LLC, of record as Instrument No. 20050712-0080847, said Register's Office; and
15. Easements for Sanitary Sewer and/ or Storm Drainage of record in Books 3920, page 863 and Book 3914, page 85, said Register's Office; and
16. Restrictions of record in Book 1181, page 149, said Register's Office; and
17. Storm Water Quality Agreement of record in Instrument No. 20050711-0079574, said Register's Office; and
18. Notice of Completion of record in Instrument No. 20081126-0115693, said Register's Office; and
19. Subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property.

This property is also known as improved property located at 3826 Bedford Avenue, #304, Nashville, Tennessee 37215.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, his successors and assigns, forever, and GRANTOR does covenant with the said GRANTEE that she is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and GRANTOR does further covenant and bind herself, her heirs and assigns, to warrant and forever defend the title to the said land to the said GRANTEE, his successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS our hands on January 29, 2010.

Velvet B. VanHoose

Velvet B. VanHoose

STATE OF TENNESSEE, COUNTY OF DAVIDSON

On January 29, 2010, before me personally appeared Velvet B. VanHoose to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Witness my hand and official seal on January 29, 2010.

John Cobb Rochford

NOTARY PUBLIC

JOHN COBB ROCHFORD
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

My Commission Expires: 1/3/2011

Return to:
Rudy Title & Escrow
2012 21st Ave. South
Nashville, TN 37212