THIS INSTRUMENT PREPARED BY: **Mudter Morgan, Patterson & Akins** **Attorneys-at-Law** **2000 Richard Jones Road** **Suite 110** **Nashville, Tennessee 37215** **FTEC File No. 29290-01-2010** **Record & Return To:** **First Title & Escrow Co., 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: $378,500.00. Affiant Subscribed and sworn to before me this 4th day of February, 2010. Notary Public My Commission Expires: STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires NOV. 22, 2010

WARRANTY DEED

Address New Owner: Malcolm F. Taylor, Joyce G. Taylor 2600 Hillsboro Pike #447 Nashville, TN 37212	**Send Tax Bills To:** NEW OWNER	**Tax Information:** Map and Parcel No.: 117-03-0-H-447.00CO

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, **Julie Boos, Successor Trustee under that certain Trust Agreement established on February 23, 2007, with full power to sell, mortgage, encumber and convey without the joinder of any beneficiary,** ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Malcolm P. Taylor and Joyce G Taylor, husband and wife, and Kimberli N. Taylor Clarke, 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 2600 Hillsboro Pike #447, Nashville, TN 37212

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 4th day of February, 2010.

Julie Boos, Successor Trustee

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, **Julie Boos, Successor Trustee**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 4th day of February, 2010.

Notary Public

My Commission Expires:

KELLY E. BACON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires JAN. 6, 2014

BILL GARRETT, Davidson County
Trans:T20100007498 DEEDWARR
Recvd: 02/05/10 14:01 2 pgs
Fees:13.00 Taxes:1400.45

20100205-0009452

EXHIBIT "A"

Land in Davidson County, Tennessee, being Unit No. 447 together with Garage Nos. G-10 and G-55 and Storage Spaces S321, S320, S323, S319 and S547, together with the appurtenant interest in the common elements of The Enclave at Hillsboro Village, a horizontal property regime established by Master Deed, of record in Instrument No. 20051005-0119789, amended in Instrument No. 20060210-0016562 and Instrument No. 20060919-0116052, 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 Julie Boos, Successor Trustee under that certain Trust Agreement established on February 23, 2007, with full power to sell, mortgage, encumber and convey without the joinder of any beneficiary by Quitclaim Deed dated 6/12/2008 from Lester Knispel, Trustee under that certain Trust Agreement established on February 23, 2007 of record in Instrument No. 20080702-0068674, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. 2010 City/County Taxes which have been prorated by the parties and assumed by the Grantee.
2. Charter of Incorporation of The Enclave at Hillsboro Village of record in Instrument No. 20050926-0115605, rerecorded in Instrument No. 20050928-0116816, 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 The Enclave at Hillsboro Village, of record in Instrument No. 20051005-0119789, amended in Instrument No. 20060210-0016562 and Instrument No. 20060919-0116052, 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 974, Page 3, Register's Office for Davidson County, Tennessee.
6. Easement for ingress degress of record in Book 4544, Page 780, Book 4671, Page 512, Book 4749, Page 468, Book 4471, Page 856 and Book 6502, Page 162, Register's Office for Davidson County, Tennessee.
7. Storm water detention agreement of record in Instrument No. 20060406-0039476, Register's Office for Davidson County, Tennessee.
8. Lack of right of access to and from Interstate 440.