BILL GARRETT, Davidson County
Trans:T20100053610 DEEDWARR
Recvd: 08/27/10 14:38 3 pgs
Fees:18.00 Taxes:860.25

20100827-0068137

WARRANTY DEED

State of Tennessee
County of Williamson

The actual consideration or value, whichever is greater, for this transfer is $232,500.00

Austin N. Kirschner
Affiant

Subscribed and Sworn to before me, this 25th day of ~~July~~ August, 2010.

Notary Public

SAMUEL F. ANDERSON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My commission expires:
1-7-13

THIS INSTRUMENT WAS PREPARED BY
Samuel F. Anderson, Attorney at Law, 205 Powell Place, Suite 103, Brentwood, TN 37027

ADDRESS NEW OWNER	SEND TAX BILLS TO:	MAP & PARCEL:
Austin Noah Kirschner 2310 Elliott Avenue #500 Nashville, TN 37204	USAA Federal Savings Bank 10750 McDermott Freeway San Antonio, TX 78288	105140C01600CO

FOR AND IN CONSIDERATION of the sum of Ten Dollars, ($10.00), cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, we, **John Gary Phillips, an unmarried man, and Gary A. Phillips, a married man, joint tenants with right of survivorship,** hereinafter called the Grantors, have bargained and sold and by these presents do transfer and convey unto **Austin Noah Kirschner**, hereinafter called the Grantee, his heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, being Unit No. 500 on the Plan of The Park at Melrose Townhomes, a Horizontal Property Regime with Private Elements, created under Title 67, Section 27-101, et seq., as amended, Tennessee Code Annotated, as established by Declaration of Covenants, Conditions and Restrictions of The Park at Melrose Townhomes, a Horizontal Property Regime with Private Elements, of record in Instrument No. 20070604-0065994, and First Supplementary Declaration of Covenants of record in Instrument No. 20070614-0071575, Register's Office for Davidson County, Tennessee, including without limitation the By-Laws appended thereto, said Register's Office, together with the undivided percentage interest in the Common Elements appurtenant to said Unit, as set forth in said Declaration of Covenants. Reference is hereby made to the plan of The Park at Melrose Townhomes, shown on Exhibit "C" to the Declaration of Covenants of record in Instrument No. 20070604-0065994, for a more complete identification and description of said unit.

Being the same property conveyed to John Gary Phillips, an unmarried man and Gary A. Phillips, a married man, joint tenants with right of survivorship, by deed dated 7/20/07 from Hillview Village Partnership, a Tennessee general partnership, of record in Instrument No. 20070725-0087992, Register's Office for Davidson County, Tennessee.

Linda Phillips joins in this conveyance to convey any interest she may have as the wife of Gary A. Phillips.

Taxes for the year 2010 are prorated and assumed by the Grantee(s) herein.

The legal description is the same as the previous deed of record.

This conveyance is subject to any and all existing easements of record and to all matters shown on the plan of record in Book 21, page 78; Attorney's Certificate of record in Instrument No. 20070822-0100253; and Exhibit "C" to the Declaration of Covenants in Instrument No. 20070604-0065994, said Register's Office.

Subject to covenants, conditions and restrictions as contained for The Park at Melrose Townhomes as of record in Instrument No. 20070604-0065994 and First Supplementary Declaration of Covenants in Instrument No. 20070614-0071575, Register's Office for Davidson County, Tennessee.

Subject to restrictions of record in Instrument No. 20070525-0062832, said Register's Office.

Subject to Charter of The Park at Melrose Townhomes of record in Instrument No. 20070703-0079126, Register's Office for Davidson, TN.

This is (x) improved ( ) unimproved property known as 2310 Elliott Avenue #500, Nashville, TN 37204.

TO HAVE AND TO HOLD said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantees their (successors), heirs and assigns forever. Grantors covenant that they are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except for those encumbrances set forth hereinafter.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their (successors), heirs and assigns, against the lawful claims of all persons whomsoever.

Whenever 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 this 19th day of July, 2010.

John Gary Phillips

Gary A. Phillips

Linda Phillips

STATE OF **Alabama**
COUNTY OF **Morgan**

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, **John Gary Phillips** the within named bargainor, 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 and official seal at **Decatur** (city) **Alabama** (state), this 19 day of July, 2010 .

Notary Public

My Commission Expires: 12/17/13

CATHY S. HALL NOTARY PUBLIC ALABAMA STATE AT LARGE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, **Gary A. Phillips and Linda Phillips** the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, TN, this 25TH AUGUST day of ~~July~~, 2010.

Notary Public

SAMUEL F. ANDERSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 1-7-13