(N)

WARRANTY DEED

BILL GARRETT, Davidson County
Trans:T20100078831 DEEDWARR
Recvd: 12/15/10 10:43 2 pgs
Fees:13.00 Taxes:2405.00
20101215-0099686

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $650,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 3RD DAY OF DECEMBER, 2010.

Notary Public

MY COMMISSION EXPIRES: July 25, 2012
(AFFIX SEAL)

CAROL L. McARTHUR
STATE OF TENNESSEE
NOTARY
WILLIAMSON COUNTY
My Commission Expires July 25, 2012

THIS INSTRUMENT WAS PREPARED BY
Bridgehouse Title, LLC, 342 Cool Springs Blvd., Suite 202, Franklin, TN 37067

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Jennifer L. Zuffinetti, Trustee of The Ettison Family Revocable Trust u/a/d April 14, 2007	New Owner	093-02-3-D-010.00 CO
(NAME)	(NAME)	
207 3rd Avenue North, Unit 602		
(ADDRESS)	(ADDRESS)	
Nashville, TN 37201		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, I, **Randal Higgs a/k/a Randall Higgs and a/k/a Randy Higgs,** HEREINAFTER CALLED THE GRANTOR, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **Jennifer L. Zuffinetti, Trustee of The Ettison Family Revocable Trust u/a/d April 14, 2007,** HEREINAFTER CALLED THE GRANTEES, THEIR SUCCESSORS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

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

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. 20040701-0078141, 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 Unit.

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 Unit's 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 Unit to Grantees' heirs, successors and assigns.

Being a portion of the property conveyed to Randal Higgs and Darrell Higgs, as tenants in common with rights of survivorship, by Warranty Deed from The Phoenix Loft, LLC, a Tennessee limited liability company, dated July 6, 2007, of record in Instrument No. 20070711-0082496, Register's Office for Davidson County, Tennessee. AND Being a portion of the property conveyed to Randall Higgs aka Randy Higgs by Partition Deed from Darrell Higgs, dated July 28, 2009, of record in Instrument No. 20090803-0072135, Register's Office for Davidson County, Tennessee.

This conveyance is subject to the following: Davidson County Property Taxes for the year 2010, which have been prorated, and payment thereof, by acceptance of this conveyance, is expressly assumed by Grantor; All matters appearing on Exhibit B of the Master Deed of record in Instrument No. 20040701-0078141; andThe premises herein insured is a condominium apartment established pursuant to all the provisions of the Tennessee "Horizontal Property Act" as the same is set out in Section 66-27-101 et seq. of the Tennessee Code Annotated, as amended, as is subject to the provisions and requirements thereof; and is subject to the By-Laws for the administration thereof; also subject to easements, rights and interest in favor of other unit owners and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through or upon the land embracing the regime and buildings thereon; and also including without limitations all conditions, covenants, restrictions, options, burdens, assessments, and other undertakings contained in the Master Deed establishing a Horizontal Property Regime of 207 Third Avenue North Condominium as shown on Exhibit "B" of the Master Deed for The Phoenix Loft, of record in Instrument No. 20040701-0078141 amended in Instrument No. 20050907-0107157 and Instrument No. 20051019-0125906; and By-Laws of record in Instrument No. 20040701-0078141 amended in Instrument No. 20050907-0107157 and Instrument No. 20051019-0125906; Articles of Incorporation/ Charter of record in Instrument No. 20030407-0046048; Easement for Party Walls of record in Book 9999, page 483, Register's Office for Davidson County, Tennessee.

unimproved ☐

This is improved ☒ property, known as 207 3rd Avenue North, Unit 602, Nashville, TN 37201

(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs 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.

Kathie Higgs, wife of Randal Higgs, joins in the execution of this instrument to convey all right, title or interest she may have in the subject property by virtue of her marriage to Randal Higgs.

Witness my hand this 3rd day of December, 2010

Randal Higgs

Kathie Higgs
By: Randal Higgs. Attorney-in-fact

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned authority, in and for said County and State, appeared Randal Higgs, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Franklin, Tennessee, this 3rd day of December, 2010.

Carol L McArthur
Notary Public

My Commission Expires: July 25, 2012

CAROL L. McARTHUR
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires July 25, 2012

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned authority, a Notary Public within and for the State and County aforesaid, personally appeared Randal Higgs, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who upon his oath acknowledged to be the Attorney-in-Fact for Kathie Higgs, the within named bargainor, and that he as such Attorney-in-Fact, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Kathie Higgs, the within named bargainor by the said Randal Higgs as such Attorney-in-Fact.

Witness my hand and official in Franklin, Tennessee, this 3rd day of December, 2010.

Carol L McArthur
Notary Public

My commission expires: July 25, 2012

CAROL L. McARTHUR
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires July 25, 2012