BILL GARRETT, Davidson County
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Prepared by:
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Mobile, Alabama 36652
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PERSONAL REPRESENTATIVES' QUITCLAIM DEED

Address of New Owner:	**Send Tax Bills To:**	**Map-Parcel Numbers:**
Wright B. Lauten	Wright B. Lauten	117-03-0-H 216.00 CO
2600 Hillsboro Pike #216	3925 Yester Place	
Nashville, TN 37212	Mobile, AL 36608	

WHEREAS, STEPHEN G. LAUTEN (hereinafter "Decedent"), a resident of Mobile County, Alabama, departed this life the 8th day of January, 2011, leaving a Last Will and Testament dated October, 20, 2010;

WHEREAS, a Decree Admitting the Last Will and Testament of Decedent was entered and Letters Testamentary were issued to **BRIAN P. LAUTEN** and **WRIGHT B. LAUTEN**, as Co-Personal Representatives of the Estate of **STEPHEN G. LAUTEN** ("Estate"), by the Probate Court of Mobile County, Alabama, on January 20, 2011 (Case No. 2011-0114);

WHEREAS, Decedent owned certain real property located in Davidson County, Tennessee that was conveyed to him by Special Warranty Deed and recorded in the Register's Office of Davidson County, Tennessee in Instrument No. 20060614-0070532 (hereinafter referred to as the "Property");

WHEREAS, Decedent devised all of his interest in the Property under Item Four of his Last Will and Testament to **WRIGHT B. LAUTEN**, and **BRIAN P.**

LAUTEN and **WRIGHT B. LAUTEN**, as Co-Personal Representatives of the Estate, are desirous of transferring all Decedent's interest in the Property;

WHEREAS, the Co-Personal Representatives paid all debts of the Decedent; and

WHEREAS, the Co-Personal Representatives, by signing this Personal Representatives' Quitclaim Deed, release any right the Co-Personal Representatives have to recover this property in the event of the insolvency of Decedent's estate.

THEREFORE, IN CONSIDERATION of One Dollar ($1.00), the receipt of which is hereby acknowledged, **BRIAN P. LAUTEN** and **WRIGHT B. LAUTEN**, as Co-Personal Representatives of the Estate of Stephen G. Lauten (hereinafter referred to as "Grantor"), by these presents and for the purpose of administering said Estate, do hereby quitclaim and convey unto **WRIGHT B. LAUTEN** (hereinafter referred to as "Grantee"), his heirs and assigns, any and all right, title, and interest in and to the following described property located in Davidson County, Tennessee, to-wit:

> Unit 216 on the Plan of THE ENCLAVE AT HILLSBORO VILLAGE Condominiums, as established under Master Deed of record in Instrument 20051005-0119789 as amended in Instrument 20060210-0016562, in the Register's Office, Davidson County, Tennessee, to which master deed reference is hereby made for a more particular description of said unit.
>
> Being the same property conveyed by Special Warranty Deed from Forrest Hills, LLC, a Tennessee limited liability company to Nashville Enclave Apartments, L.P., a Texas limited partnership as recorded on the 15th day of March, 2004 in Instrument No. 20040315-0029461; and conveyed by Quitclaim Deed from Forrest Hills, LLC, a Tennessee limited liability company to Nashville Enclave Apartments, L.P., a Texas limited partnership, as

recorded on the 15th day of March, 2004, in Instrument No. 20040315-0029462; and conveyed by Special Warranty Deed from Nashville Enclave L.P., a Texas limited partnership (F/K/A Nashville Enclave Apartments, L.P., a Texas limited Partnership) to Stephen G. Lauten as recorded on the 14th day of May, 2006, in Instrument No. 20060614-0070532, in the records of the Office of the Register of Deeds, Davidson County, Tennessee.

This conveyance is subject to:

a. All ad valorem taxes assessed against Unit 216.

b. Liability as to taxes resulting from supplemental, revised or correction assessments pursuant to the provisions of Tennessee Code Ann 67-5-603, et seq.

c. Conditions, covenants, reservations, requirements, restrictions, options, burdens, agreements, undertakings, assessments and other provisions contained in or incorporated by reference into the Master Deed establishing THE ENCLAVE AT HILLSBORO VILLAGE Condominium of record in Instrument No. 20051005-0119789, as amended by instrument(s) of record in Instrument No. 20060210-0016562; also subject to easements, rights and interests 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 building thereon.

d. Charter of The Enclave at Hillsboro Village Condominiums Association, Inc. recorded at Instrument Nos. 20050926-0115605 and 20050928-0116816.

e. Rights or claims of parties in possession not shown by the public records.

f. Easements, liens or encumbrances, or claims thereof, not shown by the public records.

g. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.

h. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by public records.

i. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.

j. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public.

k. This Conveyance is subject to any and all existing easements and restrictions of record.

This is improved property known as 2600 Hillsboro Pike #216, Nashville, Tennessee 37212.

The legal description stated above has been taken from the prior Special Warranty Deed conveying the interest in said property to the Decedent. The draftsperson assumes no liability as to the accuracy thereof. This transfer is by quitclaim and Grantor makes no warranties about the title. Said property is conveyed subject to such limitations, restrictions and encumbrances as may affect the premises.

IN WITNESS WHEREOF, the said Grantor has hereunto executed this deed on this 12 day of August, 2011.

ESTATE OF STEPHEN G. LAUTEN,
Grantor

By: **BRIAN P. LAUTEN**
As its: Co-Personal Representative

STATE OF TEXAS
COUNTY OF Dallas

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that **BRIAN P. LAUTEN**, as Co-Personal Representative of the Estate of Stephen G. Lauten, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 12 day of August 2011.

BEVERLY A. RIGGS
MY COMMISSION EXPIRES
September 7, 2012

Beverly A Riggs
Notary Public
My Commission Expires: _____

(Signatures continued on following page)

ESTATE OF STEPHEN G. LAUTEN,
Grantor

By: **WRIGHT B. LAUTEN**
As its: Co-Personal Representative

STATE OF ALABAMA
COUNTY OF Mobile

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that **WRIGHT B. LAUTEN**, as Co-Personal Representative of the Estate of Stephen G. Lauten, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 18th day of August, 2011.

Notary Public
My Commission Expires: 7-20-2014

VICKI S. LUNDY NOTARY PUBLIC ALABAMA STATE AT LARGE

This conveyance is exempt from Tennessee recordation tax pursuant to Tennessee Code Annotated, Section 67-4-409(a)(3)(D).