(1) Box 36 25334 ASP

Map: 072 15 0A 101.00; 072 15 0A 103.00; 072 15 0A 105.00; 072 15 0A 107.00; 072 15 0A 109.00; 072 15 0A 111.00; 072 15 0A 113.00; 072 15 0A 115.00; 072 15 0A 117.00; 072 15 0A 119.00; 072 15 0A 121.00; 072 15 0A 123.00

Send Tax Statements to:
Porter Terrace Partners, LLC
c/o Richard W. Sebastian, Esq.
Ortale, Kelley, Herbert & Crawford
P. O. Box 198985
Nashville, TN 37219-8985

This Instrument Prepared By:
Joseph P. Rusnak
TUNE, ENTREKIN & WHITE, P.C.
Suite 1700, Regions Center
Nashville, TN 37238

WARRANTY DEED

FOR AND IN CONSIDERATION OF THE SUM OF Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, Peter J. Benke (the "Grantor"), have bargained and sold and by these presents do hereby transfer and convey unto Porter Terrace Partners, LLC, a Tennessee limited liability company (the "Grantee"), its heirs and assigns forever, the following described property, to-wit:

> Land in Davidson County, Tennessee, being Unit Nos. 101, 103, 105, 107, 109, 111, 113, 115, 117, 119, 121 and 123, as shown on the plan of Porter Terrace Condominiums, together with an undivided percentage interest in the common elements appurtenant to said units, as set forth in the Master Deed of record in Book 7174, page 537, in the Register's Office for Davidson County, Tennessee to which reference is hereby made for a more complete and detailed description of said units.
>
> Being the same property conveyed to Peter J. Benke by Quitclaim Deed from Nashdale Corporation of record in Instrument No. 20110207-0010831 in the Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said tract of land, together with all improvements thereon and all appurtenances thereunto belonging unto the Grantee, his heirs and assigns forever.

AND GRANTOR DOES COVENANT with the Grantee, its heirs and assigns, that he is lawfully seized and possessed of said property, that said property is not now nor has

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Recvd: 04/23/12 14:40 4 pgs
Fees:23.00 Taxes:236.80
20120423-0034616

it ever been his primary residence, that he has a good and lawful right to sell and convey the same, and that it is free from any lien or encumbrance whatsoever with the following exceptions:

1. 2012 Davidson County property taxes are a lien but are not yet due and payable. These taxes have been prorated between the parties as of the date of this instrument with the Grantees assuming responsibility for payment of same.

2. Subject to all of those facts, conditions and limitations shown on the Plat of record of Book 6250, page 126, in the Register's Office for Davidson County, Tennessee.

3. Master Deed contained in an instrument of record in Book 7174, page 537, in the Register's Office for Davidson County, Tennessee, to which instrument reference is here made for the complete and exact terms, details and requirements thereof. By-Laws of record in Book 7174, page 558, in said Register's Office.

4. Charter of the Porter Terrace Condominium Homeowners' Association of record in Book 7184, page 692, in the Register's Office for Davidson County, Tennessee.

5. Subject to sewer and/or storm drainage easement(s)set forth in instruments of record in Book 4110, page 754, and Book 4122, pages 363 and 367, in the Register's Office for Davidson County, Tennessee.

6. Subject to easement for Sanitary Sewers of record in Book 7753, page 462, in the Register's Office for Davidson County, Tennessee.

7. Subject to Stormwater Detention Agreement of record in Book 6550, page 952, in the Register's Office for Davidson County, Tennessee.

8. Deed of conveyance to Metro for sewer lines of record in Book 7453, page 490, in the Register's Office for Davidson County, Tennessee.

9. 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.

AND GRANTOR DOES FURTHER COVENANT and bind himself, his successors and assigns, to warrant and defend the title thereto against the lawful claims and demands of all persons whomsoever.

IN TESTIMONY WHEREOF, Grantor has caused this instrument to be executed this 20 day of April 2012.

Peter J. Benke

STATE OF ~~MASSACHUSETTS~~ FLORIDA)
COUNTY OF ~~ESSEX~~ PALM BEACH)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Peter J. Benke the within named Grantor, 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 office, on this the 20th day of April 2012.

Notary Public

My Commission expires: 9/17/2013

ESTHER GOODING
Notary Public, State of Florida
Commission# DD921142
My comm. expires Sept. 17, 2013

STATE OF ~~TENNESSEE~~ FLORIDA)
)
COUNTY OF ~~DAVIDSON~~ PALM BEACH)

I certify that the actual consideration or value, whichever is greater, for this transfer is the sum of $64,000.00.

Affiant

Sworn to and subscribed before me on this 20th day of April 2012.

Notary Public

My Commission expires: 9/17/2013

ESTHER GOODING
Notary Public, State of Florida
Commission# DD921142
My comm. expires Sept. 17, 2013

H:\JPRAssistant\JPR\Koppel\WarrantyDeed.wpd