| THIS INSTRUMENT PREPARED BY:<br>Mudter & Patterson<br>An Association of Attorneys<br>2000 Richard Jones Road<br>Suite 110<br>Nashville, Tennessee 37215<br><br>Record & Return To:<br>First Title & Escrow Co., Inc.<br>FTEC File No. 31203-05-2013 | STATE OF TENNESSEE, COUNTY OF DAVIDSON:<br><br>The actual consideration or value, whichever is greater, for this transfer is: $230,000.00.<br><br>Affiant<br><br>Subscribed and sworn to before me this 17th day of May, 2013.<br><br>Notary Public<br><br>My Commission Expires: |
|---|---|

TARA JONES
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires September 9, 2014

# WARRANTY DEED

| Address New Owner:<br>Brian Hoffman<br>2310 Elliott Avenue,. #809<br>Nashville, TN 37204 | Send Tax Bills To:<br>New owner | Tax Information:<br>Map and Parcel No.:<br>105 140 C 80900 CO |
|---|---|---|

**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, **Vince M. Mazzone, unmarried**, ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Brian Hoffman** **("Grantee"), its successors, heirs and assigns, all that tract or parcel of land in Davidson County, Tennessee, more particularly described on Exhibit "A" hereto.

**a single man

This is improved property located at 2310 Elliott Avenue,. #809, Nashville, TN 37204

**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 17th day of May, 2013.

Vince M. Mazzone

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, Vince M. Mazzone, 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, at office, this 17th day of May, 2013.

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI
MADELINE WARD SAXTON
ID No 102787
NOTARY PUBLIC
Comm Expires July 11, 2016
MADISON COUNTY

BILL GARRETT, Davidson County
Trans:T20130043327 DEEDWARR
Recvd: 05/23/13 14:00 2 pgs
Fees:13.00 Taxes:851.00

20130523-0052370

# EXHIBIT "A"

Land in Davidson County, Tennessee, being Unit No. 809, together with the appurtenant interest in the common elements of The Park at Melrose Condominiums, a horizontal property regime established by Master Deed of record in Instrument No. 20070917-0110745, Register's Office for Davidson County, Tennessee, said Unit being depicted on the Condominium Site Plan attached as Exhibit "E" to the aforementioned Master Deed.

Being the same property conveyed to Vince M. Mazzone, unmarried, by deed dated April 25, 2008, from Hillview Village Partnership, a Tennessee general partnership, of record in Instrument No. 20080429-0043499, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. Taxes for the year 2013, being prorated by the parties and assumed by the Grantee.
2. Declaration of Covenants, Conditions and Restrictions for The Master Regime of The Park at Melrose of record in Instrument No. 20070525-0062832, Register's Office for Davidson County, Tennessee, (omitting therefrom any covenants, conditions or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenants, conditions or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons).
3. Charter of Incorporation of Melrose Park Master Corporation of record in Instrument No. 20070703-0079125, Register's Office for Davidson County, Tennessee.
4. Charter of Incorporation of The Park at Melrose Condominium Association, Inc., of record in Instrument No. 20070925-0114302, Register's Office for Davidson County, Tennessee.
5. 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 Park at Melrose Condominiums, of record in Instrument No. 20070917-0110745, Register's Office for Davidson County, Tennessee.
6. Terms and limitations imposed by Tennessee Horizontal Property Act, T.C.A. § 66-27-101, et seq.
7. All matters appearing on the Plan of record as Book 21, page 78, Register's Office for Davidson County, Tennessee.
8. Easements to the Metropolitan Government of Nashville and Davidson County for sanitary sewers and/or storm drainage, water mains, pumps and appurtenances, of record in Instrument No. 20060623-0075251, Instrument No. 20060809-0098054 and Instrument No. 20060809-0098082, Register's Office for Davidson County, Tennessee.
9. Cable Television Easement and Maintenance Agreement of record in Instrument No. 20000418-0038819, Register's Office for Davidson County, Tennessee.
10. Storm water detention agreement of record in Instrument No. 20060623-0075219, Register's Office for Davidson County, Tennessee.
11. Memorandum of Lease to Web Service Company, Inc., recorded in Book 10584, page 149, Register's Office for Davidson County, Tennessee.