THIS INSTRUMENT PREPARED BY: **Mudter & Patterson** **An Association of Attorneys** **2000 Richard Jones Road** **Suite 110** **Nashville, Tennessee 37215** **Record & Return To:** **First Title & Escrow Co., Inc.** **FTEC File No. 31748-04-2014**	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $312,500.00. Affiant Subscribed and sworn to before me this 13th day of May, 2014. Notary Public My Commission Expires: 2/24/18

JENNIFER CROWELL STATE OF TENNESSEE NOTARY PUBLIC LEWIS COUNTY

WARRANTY DEED

Address New Owner: Thomas R. O'Malley, Lisa M. O'Malley 2600 Hillsboro Pike, #323 Nashville, TN 37212	**Send Tax Bills To:** New Owner	**Tax Information:** Map and Parcel No.: 117 030 H 32300 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, **William J. Ervin, unmarried**, ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Thomas R. O'Malley and wife, Lisa M. O'Malley** ("Grantee"), its successors, heirs and assigns, all that tract or parcel of land in Davidson County, Tennessee, more particularly described on Exhibit "A" hereto.

This is improved property located at 2600 Hillsboro Pike, #323, Nashville, TN 37212

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.

This is not now nor has it ever been the principal residence of the Grantor herein.

BILL GARRETT, Davidson County
Trans:T20140034765 DEEDWARR
Recvd: 05/19/14 13:39 3 pgs
Fees:18.00 Taxes:1156.25
20140519-0042884

IN WITNESS WHEREOF, Grantor has executed this instrument on the 13th day of May, 2014.

William J. Ervin

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, **William J. Ervin**, 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 13th day of May, 2014.

Notary Public

My Commission Expires:

GERALD G. PATTERSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires NOV. 3, 2015

EXHIBIT "A"

Land in Davidson County, Tennessee, being Unit No. 323, together with the appurtenant interest in the common elements of The Enclave at Hillsboro Village, a horizontal property regime established by Master Deed of record in Instrument No. 20051005-0119789, amended in Instrument No. 20060210-0016562 and Instrument No. 20060919-0116052, Register's Office for Davidson County, tennessee, said Unit being depicted on the Condominium Site Plan attached as Exhibit "C" to the aforementioned Master Deed.

Being the same property conveyed to William J. Ervin, married, by deed dated 5/23/2006 from Nashville Enclave, L.P., a Texas limited partnership (f/k/a Nashville Enclave Apartments, L.P., a Texas limited partnership), of record in Instrument No. 20060530-0062815, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. Taxes for the year 2014, a lien, but not yet due and payable. Map and Parcel No. 117 030 H 32300 CO.
2. Charter of Incorporation of The Enclave at Hillsboro Village Condominium Association, Inc., of record in Instrument No. 20050926-0115605, rerecorded in Instrument No. 20050928-0116816, Register's Office for Davidson County, Tennessee.
3. 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 Enclave at Hillsboro Village, of record in Instrument No. 20051005-0119789, amended in Instrument No. 20060210-0016562 and Instrument No. 20060919-0116052, Register's Office for Davidson County, Tennessee.
4. Terms and limitations imposed by Tennessee Horizontal Property Act, T.C.A. § 66-27-101, et seq.
5. All matters appearing on the Plan of record as Book 974, page 3, Register's Office for Davidson County, Tennessee.
6. Easement for ingress and egress of record in Book 4544, page 780, Book 4671, page 512, Book 4749, page 468, Book 4471, page 856 and Book 6502, page 162, Register's Office for Davidson County, Tennessee.
7. Storm water detention agreement of record in Instrument No. 20060406-0039476, Register's Office for Davidson County, Tennessee.
8. Lack of right of access to and from Interstate 440.