THIS INSTRUMENT PREPARED BY: **Chapman & Rosenthal Title, Inc.** **2002 Richard Jones Road, Suite 203A** **Nashville, TN 37215** **CRT File No. 14050840**	STATE OF TENNESSEE) COUNTY OF DAVIDSON) The actual consideration or value, whichever is greater, for this transfer is: $396,000.00. Affiant Subscribed and sworn to before me, this 3rd day of June, 2014. Notary Public My Commission Expires: 3-8-16

DAVIDSON CO. TENNESSEE NOTARY PUBLIC STATE OF JONATHAN TRISTON JACOBS

BILL GARRETT, Davidson County
Trans:T20140039573 DEEDWARR
Recvd: 06/05/14 09:55 3 pgs
Fees:18.00 Taxes:1465.20

20140605-0048842

WARRANTY DEED

Address New Owner: Oliver G. McDonald 2115 Yeaman Place 410 Nashville TN 37206	Send Tax Bills To: New Owner	Tax Information: Tax Parcel ID No. 082150A07600CO

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, **Nancy Tuck, Trustee of The Clinton S. Higham Living Trust, established by the Revocable Trust Agreement of Clinton S. Higham dated November 8, 2013** ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Oliver G. McDonald,**_____, ("Grantees"), its successors, heirs and assigns, all that tract or parcel of land in Davidson County, Tennessee, more particularly described as follows:

Land in Davidson County, Tennessee, being Unit 410, and Parking Space Numbers 72 and 73, 5th and Main Condominiums, as established under Master Deed of record in Instrument 20060630-0078751, amended at Instrument Nos. 20070104-0001656, 20070424-0048607, 20080411-0036927, 20080512-0048553, 20081120-0114262, 20110921-0073283, 20111129-0092827, 20120409-0030284, 20120820-0074741, 20121017-0095419 and 20130911-0096032, 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 Vth 5th and Main, LLC to Clinton Steven Higham as recorded on the 30th day of November, 2011 in Instrument No. 20111130-0092896 and a portion of Warranty Deed from Clinton S. Higham to Clinton S. Higham, Trustee of The Clinton S. Higham Living Trust, established by the Revocable Trust Agreement of Clinton S. Higham dated November 8, 2013 as recorded on the 16th day of January, 2014 in Instrument No. 20140116-0004381, in the Register's Office of Davidson County, Tennessee.

This Conveyance is subject to the matters set forth below, if any, as well as any and all zoning regulations, building restrictions, setback lines, conditions, covenants, and restrictions (as may be amended or supplemented), all easements, utility easements or rights of ways for public utilities that appear in the appropriate public record.

County of Davidson taxes for the year 2014 and thereafter, not yet due and payable.

Restrictions, dedications, conditions, reservations, easements and other matters shown on the plats recorded in Plat Book 13, Page(s) 279, Plat Book 161, Page 91, Plat Book 8, Page 173, Plat Book 8, Page 174 and Plat Book 14, Page 101.

Covenants, Conditions and Restrictions recorded in Book 3930, Page 324 and Book 3953, Page 115.

Charter of 5th and Main Condominium Association, Inc. recorded at Instrument Nos. 20060626-0076032 and 20060803-0094877.

Conditions, covenants, reservations, requirements, restrictions, options, burdens, agreements, undertakings, assessments and other provisions contained in or incorporated by reference into the Master Deed establishing 5TH AND MAIN Condominium of record in Instrument No. 20060630-0078751 , as amended by instrument(s) of record in Instrument Nos. 20070104-0001656, 20070724-0048607, 20080411-0036927, 20080512-0048553, 20081120-0114262, 20111129-0092827, 20120409-0030204, 20120820-0074741, 20121017-0095419 and 20130911-0096032.

Easement for Sanitary Sewer, Storm Drainage, Water Mains, Pumps and Appurtenances, recorded in Instrument Nos. 20050623-0072133 and 20050623-0072134.

Easement for Utilities set out in Metro Ordinance Book 64, Page 257.

Attorney's Certificate recorded at Instrument No. 20060630-0078752.

Subordination, Nondisturbance and Attornment Agreement recorded at Instrument No. 20060928-0120284.

Grant of Easement as set forth in instrument recorded in Instrument No. 20130726-0077475.

Restrictive Covenants for East Bank Redevelopment District recorded in Book 10078, Page 364, Book 10169, Page 1 and Book 11625, Page 241.

Certificate of Compliance recorded in Book 3969, Page 927.

Stormwater Detention Agreement recorded at Instrument No. 20050623-0072082.

Any and all matters shown on the survey dated February 28, 2005 by Volunteer Surveying, including: (i) encroachments on adjoining property to the north and west of subject property by perimeter fence; and (ii) overhead lines and support poles on the east side of subject property.

All matters shown on the survey made by Ragan-Smith Associates, Ted J. Stevenson, II, TN RLS No. 2136, dated March 11, 2003, last revised June 9, 2006, including the location of the 20 foot TDOT permanent sanitary sewer easement through the northwesterly portion of said property; location of sanitary sewer lines in the easterly portion of said property; and the location of a 6 inch water line running through the northerly portion of said property.

Terms and conditions contained in the unrecorded Intercreditor and Subordination Agreement by and among Wachovia Bank, National Association, as administrative and collateral agent, The Housing Fund, Inc., Wachovia Community Development Enterprises II, LLC, and Fannie Mae, with respect to the indebtedness and obligations of 5th and Main Residential Owner, Inc., 5th and Main Commercial Owner, Inc. and Affordable Housing Resources, Inc., dated June 28, 2006.

This is improved property located at 2115 Yeaman Place 410 Nashville, TN 37206.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to Grantees, 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 for current taxes, and restrictions and easements of record. Grantor further covenants and binds itself, its successors, heirs and assigns to warrant and forever defend the title to said real estate to Grantees, its successors, heirs and assigns against the lawful claims of all persons whatsoever.

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 this 3rd day of June, 2014.

Nancy Tuck, Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Nancy Tuck, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained and who further acknowledged that she is trustee of The Clinton S. Higham Living Trust, established by the Revocable Trust Agreement of Clinton S. Higham dated November 8, 2013, the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at Office, this 3rd day of June, 2014.

Notary Public

My Commission Expires: _____

WILLIAM T. CHAPMAN, IV
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES SEPTEMBER 9, 2014