This Instrument Prepared By:
Heather K. Craig, Esq.
Holbrook Peterson Smith PLLC
Tyson Place, Suite 150
2607 Kingston Pike
Knoxville, Tennessee 37919

Responsible Taxpayer:
Martin C. Nowak, Trustee
309 Tutwiler Drive
Trussville, AL 35173

Name and Address of Property Owner:
Martin C. Nowak, Trustee
309 Tutwiler Drive
Trussville, AL 35173

Parcel Identification Number Assigned by
County Tax Assessor: 104 10 0C 014.00

WARRANTY DEED

This Indenture made this 28 day of October, 2015, by and between **Martin C. Nowak** (a.k.a. Martin Capps Nowak) of Jefferson County, Alabama ("**First Party**"), and **Martin Capps Nowak, Trustee**, or his successors in trust, of The Martin Capps Nowak Revocable Trust dated Oct. 28, 2015, with full power to sell, mortgage, lease, encumber, alienate or transfer without joinder of beneficiaries and without obligation of the purchaser to look to the proceeds ("**Second Party**").

WITNESSETH:

That said First Party, for and in consideration of the sum of One and 00/100 Dollar ($1.00) and other good and valuable consideration to it in hand paid by Second Party, the receipt of which is hereby acknowledged, has granted, bargained, sold, conveyed and does hereby grant, bargain, sell, and convey unto the said Second Party the premises, to-wit:

Improved property located at 336 Elmington Avenue, Nashville, TN 37205.

SITUATED in Davidson County, Tennessee, and being more particularly described as follows:

Land in Davidson County, Tennessee, being Unit No. F-14 on the Plan of 2nd Revised Plan of Elmington Condominium of record in Plat Book 4660, page 60, Register's Office for said County, to which plan reference is made for a more complete description, together with the appurtenant interest in the common elements of Elmington Condominium, a horizontal property regime established by Master Deed of record in Book 4486, page 547, corrected in Book 4673, page 102, amended in Book 4963, page 265, said Register's Office.

BILL GARRETT, Davidson County
Trans:T20150105539 DEEDWARR
Recvd: 12/14/15 15:42 4 pgs
Fees:22.00 Taxes:0.00
20151214-0125708

BEING the same property conveyed to the First Party by Warranty Deed dated June 29, 2006 and recorded on July 5, 2006 as Instrument No. 20060705-0080259 in the Office of the Register of Deeds for Davidson County, Tennessee.

THIS CONVEYANCE is made subject to:

1. 2015 City/County taxes which have been prorated by the parties.
2. By-Laws of Elmington Condominium Association, of record in Book 4486, page 553, amended in Book 4963, page 263, Book 5362, page 258 and Book 5516, page 302, Register's Office for Davidson County, Tennessee.
3. Charter of Incorporation of Elmington Condominium Association, Inc. of record in Book 4790, page 686, Register's Office for Davidson County, Tennessee.
4. 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 Elmington Condominium, of record in Book, 4486, page 547, corrected in Book 4673, page 102, amended in Book 4963, page 265, Register's Office for Davidson County, Tennessee.
5. Terms and limitations imposed by Tennessee Horizontal Property Act, T.C.A. § 66-27-101, et seq.
6. All matters appearing on the Plan of record as Book 4660, page 60, Register's Office for Davidson County, Tennessee.
7. Agreement of record in Book 4728, page 411, Register's Office for Davidson County, Tennessee.

THIS DESCRIPTION IS PREPARED FROM INFORMATION FURNISHED TO THE PREPARER; AND NO REPRESENTATION AS TO THE ACCURACY THEREOF IS MADE, INTENDED OR TO BE IMPLIED. THE PREPARER OF THIS INSTRUMENT MAKES NO REPRESENTATION AS TO THE STATUS OF THE TITLE OF THE PROPERTY DESCRIBED AND CONVEYED HEREIN.

With the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead and dower therein. TO HAVE AND TO HOLD the said premises to the Second Party, its successors and assigns forever.

First Party, for itself and its successors and assigns does hereby covenant with Second Party, its successors and assigns, that it is lawfully seized in fee simple of the premises above conveyed and has full power authority and right to convey the same, and that said premises are free from all encumbrances except property taxes due for the year 2015, which will be prorated as of the date first above written between the parties. First Party, furthermore, will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said First Party has executed this instrument the day and year first above written.

Martin C Nowak

MARTIN C. NOWAK

STATE OF Alabama
COUNTY OF Jefferson

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state, **Martin C. Nowak**, the within named bargainor, 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 and official seal at office in the aforesaid county, this 28 day of October, 2015.

Toni A. Johnston
Notary Public
My Commission Expires: 8-20-17

TONI A. JOHNSTON NOTARY PUBLIC ALABAMA STATE AT-LARGE

STATE OF Alabama
COUNTY OF Jefferson

I hereby swear or affirm that this transaction is exempt from the recordation tax as a transfer to the transferor's own revocable living trust pursuant to Tenn. Code Ann. §67-4-409(a)(3)(F).

Martin C Nowak

MARTIN C. NOWAK
Affiant

Sworn to and subscribed before me
this 28 day of October, 2015.

Toni A. Johnston

Notary Public
My Commission Expires: 8-20-17

TONI JOHNSTON NOTARY PUBLIC ALABAMA STATE AT LARGE

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