PREPARED BY (AND RETURN TO):

WILKINS & IVEY
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W & I Ref: (sk) Title No: 41623

Escrow Services of Tennessee, LLC
100 Winner's Circle, #150
Brentwood, TN 37027

Instr:200005020043781 Page: 1 OF 2
REC'D FOR REC 05/02/2000 11:08:05AM
RECORD FEE: $11.00
M. TAX: $0.00 T. TAX: $1089.65

ADDRESS NEW OWNER:	RESPONSIBLE FOR TAX PAYMENT:
Phillip A. Stoner Beth A. Stoner 5613 Cottonport Drive Brentwood, TN 37027	Churchill Mortgage Corp. 761 Old Hickory Blvd., Suite 401 Brentwood, TN 37027

TAX MAP-PARCEL NUMBERS: 171-8-A-69

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$ 294,500.00,** cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Brian D. Shaw, unmarried,** hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Phillip A. Stoner and spouse, Beth A. Stoner,** hereinafter called the **Grantee**, Grantee's heirs and assigns, a certain tract or parcel of land in Williamson County, Tennessee, described as follows: **To Wit:**

LAND in Davidson County, Tennessee, being Lot No. 69 on the Plan of Cottonport Plantation, Phase 3, of record in Plat Book 6900, page 951, said Register's Office.

SAID Lot No. 69 fronts 97.97 feet on the broken southeasterly margin of Cottonport Drive and extends back 180.00 feet on the northeasterly line and 180.05 feet on the southwesterly line to a dead line in the rear, measuring 100.00 feet thereon.

BEING the same property conveyed to Brian D. Shaw by deed from Gregory V. Barnes and wife, Jennifer P. Barnes of record in Book 10934, page 105, Register's Office for Davidson County, Tennessee.

Description Reference: Described according to (or by reference to) the recorded subdivision Plan.

This conveyance is subject to: Taxes for 2000, and subsequent years; The Plan, with Owner's Certificate, of record in Plat Book 6900, Page 951, said Register's Office, which Plan shows a 20 foot foot minimum building setback line from Cottonport Drive, together with a designated building site and 20 foot foot easement for public utility and drainage purposes along the rear line(s) with an 8 inch sewer line lying therein and a 15 foot public utility and drainage easement along the westerly front line and a 7.5 foot public utility and drainage easement along the northerly side line, with a storm line lying therein, and a 10 foot public utility and drainage easement along the southerly line of said lot with an 8 inch sewer line lying therein; The Declaration of Covenants, Conditions and Restrictions of record in Book 7138, page 365, Book 7430, page 784, Book 7565, page 57, Book 7824, page 254, Book 7637, page 925, Book 8313, page 932, Book 7897, page 578 and Book 10775, page 37, said Register's Office, which sets forth assessments, liens and other matters, to which Declaration reference is hereby made for more particulars.

This is improved property, known as: 5613 Cottonport Drive, Brentwood, TN 37027

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, Grantee's heirs or assigns, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seised and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out.

GRANTOR FURTHER COVENANTS and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS THE EXECUTION HEREOF this 21st day of April, 2000.

B. Shaw

Brian D. Shaw

State of Tennessee
County of Williamson

On this 21st day of April, 2000, before me the undersigned authority, personally appeared **Brian D. Shaw**, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged the execution as a free act and deed.

My Commission Expires: 7-26-2003

Notary Public

State of Tennessee
County of Williamson

A F F I D A V I T

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is: $ 294,500.00

Affiant

Sworn and subscribed before me on the 27th day of April, 2000.

Notary Public

My Commission Expires: July 16, 2002

WILLIAMSON FORTNER NOTARY PUBLIC LARCH MONTGOMERY CO. TENN.