PREPARED BY (AND RETURN TO):

WILKINS & IVEY
Attorneys At Law
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Instr:200005020043922 Page: 1 OF 3
REC'D FOR REC 05/02/2000 1:40:33PM
RECORD FEE: $15.00
M. TAX: $0.00 T. TAX: $980.50

W & I Ref: (st) Title No: 41590
Dav. Co. File: Box 8

ADDRESS NEW OWNER:	RESPONSIBLE FOR TAX PAYMENT:
Agnes M. Azimzadeh Djavad M. Azimzadeh 1713 Old Hickory Blvd. Brentwood, TN 37027	Suntrust Bank P.O. Box 305110/7th Floor Nashville, TN 37230-5110

TAX MAP-PARCEL NUMBERS: 158-075

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$ 265,000.00,** cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Charlene Kay Mattingly now known as Charlene Kay Brand, unmarried,** hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Agnes M. Azimzadeh, and spouse Djavad M. Azimzadeh** hereinafter called the **Grantee**, Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

Land in Davidson & Williamson County, Tennessee, being Lot. No. 82 on the Plan of Laurelwood of record in Plat Book 4460, Page 121, Register's Office for said County.

Said Lot No. 82, which is a corner lot, fronts 321.06 feet on the southerly margin of Old Hickory Boulevard and fronts 379.02 feet on the northeasterly margin of Kingsbury Drive, said frontages being joined by a curve having a length of 43.19 feet, and extends back 239.00 feet on the easterly line and 190.00 feet on the southeasterly line, to a point of intersection.

Being the same property conveyed to Robert Louis Mattingly and wife, Charlene Kay Mattingly by deed from Thomas F. Dowler and wife, Susan C. Dowler of record in Book 6325, Page 619, Register's Office for said County. The said Robert Louis Mattingly and Charlene Kay Mattingly have since divorced. By Final Decree of record in Book 7840, page 333, said Register's Office, and of record in Book 789, page 179, said Register's Office Williamson, County.

Description Reference: The description is the same as that used in the last deed prior to this transaction..

This conveyance is subject to: Taxes for 2000, and subsequent years; The Plan, with Owner's Certificate, of record in Plat Book 4460, Page 121, said Register's Office, which Plan shows a 100 foot minimum building setback line from Old Hickory Boulevard and a 10 foot easement for public utility and drainage purposes along the rear line (s) of said lot, and a 125 foot minimum building setback line from Kinsbury Drive, and a 20 foot easement for drainage purposes along the westerly line of said lot; A 10 foot permanent easement to the Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 8483, page 761, said Register's Office; Restrictive covenants of record in Book 4695, Page 232, said Register's Office

This instrument is executed on behalf of Charlene Kay Brand by Robert Louis Mattingly, Jr. as Attorney in Fact pursuant to a Power of Attorney being recorded concurrently herewith. The affidavit of said Attorney in Fact is attached as "Exhibit A" to or on this instrument and incorporated herein by reference.

This is improved property, known as: 1713 Old Hickory Blvd., 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 14th day of April, 2000.

Charlene Kay Brand

Charlene Kay Brand, By: Robert Louis Mattingly, Jr., Atty-In-Fact

State of Tennessee
County of Davidson

On this 14th day of April, 2000, before me the undersigned authority, personally appeared , 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: _____

Notary Public

State of Tennessee
County of Davidson

AFFIDAVIT

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is: $ 265,000.00

Affiant

Sworn and subscribed before me on the 14th day of April, 2000.

PERCY WILKINS, JR. NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN. EXP. 5-28-2000

My Commission Expires: _____

Notary Public

State of Tennessee
County of Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Robert Louis Mattingly, Jr.**, with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument on behalf of **Charlene Kay Brand**, as Attorney-in-Fact, as a free act and deed of the said Principal(s).

Witness my hand and official seal at Nashville, Tennessee, this the 14th day of April, 2000.

Notary Public

My Commission Expires:_____

PERCY WILKINS, JR. NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN. EXP. 5-28-2000

EXHIBIT "A"
To
WARRANTY DEED

FROM: Charlene Kay Brand

TO: Agnes M. Azimzadeh

A F F I D A V I T

The undersigned Affiant, being first duly sworn, deposes and says as follows:

1. That the document to which this affidavit is exhibited was executed by the undersigned as attorney-in-fact for the principal(s) thereon shown.

2. That the execution is proper and within the scope of the power-of-attorney referenced in the instrument.

3. Pursuant to the provisions of *Tennessee Code Annotated,* Section 34-6-105(c), of the Uniform Durable Power of Attorney Act, the undersigned Affiant certifies that at the time of execution of said document the Affiant had no knowledge or notice of the termination of the power-of-attorney, either by revocation or by a principal's death, disability, or incapacity.

Further the Affiant Saieth not.

Robert Louis Mattingly JR

Robert Louis Mattingly, Jr., Affiant

Sworn to and subscribed before me this 14th day of April, 2000.

Notary Public

My Commission Expires:_____

PERCY WILKINS, JR. NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN. EXP. 5-28-2000