PREPARED BY (AND RETURN TO):

WILKINS & IVEY
Attorneys At Law

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Davidson County DEEDWARR
Recvd: 10/14/03 13:19 3pgs
Fees:18.00 Taxes:1213.60
20031014-0152159

W & I Ref: Title No: 44767

Dav. Co. File: Box 8

ADDRESS NEW OWNER:	**RESPONSIBLE FOR TAX PAYMENT:**
Wesley M. Sullivan Wendy W. Sullivan 920 Cherry Plum Court Nashville, Tennessee 37215	Franklin American Mortgage Co. 501 Corporate Center Dr., Suite 400 Franklin, Tennessee 37067

TAX MAP-PARCEL NUMBERS: 131-06-H-028

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$328,000.00** , cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Kimmo Timonen**, married, hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Wesley M. Sullivan and spouse, Wendy W. Sullivan** 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 County, Tennessee, being Lot No. 80 on the Plan of Village of Cherry Glen, Phase 2 of record in Book 9700, Page 322 Register's Office for said County to which plan reference is hereby made for a more complete description thereof.

Being the same property conveyed to Kimmo Timonen married, by deed from Lisa W. Ketner and husband, David O. Buffington of record in instrument No. 20001108-0111059 Register's Office for Davidson County..

Johanna Timonen, spouse of Kimmo Timonen joins in this conveyance solely to convey any and all marital interest she may have in the above-described property.

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 2004, and subsequent years; The Plan, with Owner's Certificate, of record in Book 9700, Page 322, said Register's Office, which Plan shows a minimum building setback line and easement to which plan reference is hereby made for a more complete description thereof; The Declaration of Covenants, Conditions and Restrictions of record in Book 9882, Page 739; Book 10318, Page 92; Book 11186, Page 932; Book 6517, Page 522; Book 6778, Page 536; Book 9882, Page 733 By Laws of record in Instrument No. 200002040011736 and Instrument No.200003240030195 said Register's Office, which sets forth assessments, liens and other matters, to which Declaration reference is hereby made for more particulars.

This instrument is executed on behalf of Kimmo Timonen by Johanna Timonen as Attorney in Fact pursuant to a Power of Attorney being recorded simultaneously herewith. The affidavit of said Attorney in Fact is attached as "Exhibit A' to this instrument and incorporated herein by reference.

This is improved property, known as: 920 Cherry Plum Court, Nashville, Tennessee 37215

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 10th day of October, 2003 .

Kimmo Timonen By Johanna Timonen Atty-in-fact — Johanna Timonen

Kimmo Timonen By:Johanna Timonen, Atty-in-Fact — **Johanna Timonen**

State of TENNESSEE

County of DAVIDSON

On this 10th day of October, 2003 , before me the undersigned authority, personally appeared Johanna Timonen, 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.

SHAWN K. BENNETT NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires: _____ Notary

My Commission Expires MAR. 31, 2007

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: $328,000.00

Wendy W. Sullivan
Affiant

Sworn and subscribed before me this 10th day of October, 2003

My Commission Expires: _____

CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires JULY 21, 2007

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 , **Johanna Timonen** 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 **Kimmo Timonen** , as Attorney-in-Fact, as the free act and deed of the said Principal(s).

Witness my hand and official seal at Nashville, Tennessee, this 9th day of October, 2003

SHAWN K. BENNETT NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public

My Commission Expires:_____

My Commission Expires MAR. 31, 2007

EXHIBIT "A"
To
Warranty Deed

FROM: Kimmo Timonen

TO: Wesley M. Sullivan and spouse, Wendy W. Sullivan

State of Tennessee
County of Davidson

AFFIDAVIT

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

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

2. That this 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 Saith not.

Johanna Timonen, Affiant

Sworn to and subscribed before me this

9th day of October, 2003

Notary Public

My Commission Expires:_____

SHAWN K. BENNETT NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires MAR. 31, 2007