Box 17

Davidson County DEEDWARR
Recvd: 05/04/04 09:00 2pgs
Fees:13.00 Taxes:333.00
20040504-0050350

THIS INSTRUMENT WAS PREPARED BY:
COOMER AND JENKINS, ATTORNEYS AT LAW
Suite 230, 392 Harding Place, Nashville, TN 37211

SPECIAL WARRANTY DEED

Address of New Owner(s):	Send Tax Bills To:	Map/Parcel Numbers:
Robert Foster Cleveland	1st Trust Bank for Savings	Map 162-10
225 Ash Grove Drive	P.O. Box 17257	Parcel 223
Nashville, TN 37211	Memphis, TN 38187-0257	

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged;

AmSouth Bank

hereinafter called the Grantor, has bargained and sold, and by these presents do transfer and convey unto

Robert Foster Cleveland

hereinafter called the Grantee, his heirs and assigns, a certain tract or parcel of land in DAVIDSON County, State of Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, being Lot No. 96 on the Plan of Hickory View, Section Four, of record in Book 6900, page 373, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description of said lot.

Being the same property conveyed to AmSouth Bank by Trustee's Quitclaim Deed from Joseph T. Phillips, Substitute Trustee, of record in Instrument No. 20030409-0047551, Register's Office for Davidson County, TN.

This conveyance is subject to any and all existing easements of record and to all matters shown on the plan of record in Book 6900, page 373, and restrictions of record in Book 7322, page 278, said Register's Office.

Taxes for the year 2004 are prorated and assumed by the Grantee(s) herein.

The legal description is the same as the previous deed of record.

This is improved property known as 225 Ash Grove Drive, Nashville, TN 37211.

The Grantor makes no representation or warranties of any kind or character expressed or implied as to the condition of the material and workmanship in the dwelling house located on said property. The Grantee has inspected and examined the property and is purchasing same based on no representation or warranties expressed or implied, made by Grantor, but on his own judgment.

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 his heirs and assigns, forever; and we do covenant with the said Grantee that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

Grantor does hereby covenant with the Grantee, except as above noted, that at the time of the delivery of this Deed, the premises were free from all encumbrances made by it, and that it will warrant and defend the same against the lawful claims and demands of all persons claiming, by, through, or under it, but against none other.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands this 27th day of April, 2004.

AMSOUTH BANK

By: Trudy Mayors

STATE OF ALABAMA)
COUNTY OF JEFFERSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Trudy Mayors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged her self to be Vice President, of AmSouth Bank, the within named bargainor, and that she as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of AmSouth Bank by her self as Vice President.

Witness my hand and seal, at office in Birmingham, Alabama, this 8th day of April, 2004.

My Commission Expires:
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 23, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Patricia Harris
NOTARY PUBLIC

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $90,000.00.

Robin Dale Cleveland
AFFIANT

Subscribed and sworn to before me this 28th day of April, 2004.

My Commission Expires:

11/26/05

Laura A. Beasley
NOTARY PUBLIC