11/23/04 JRR/aw

This instrument prepared by: JOHN R. REYNOLDS (#2522)
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Davidson County DEEDWARR
Recvd: 11/24/04 16:11 4pgs
Fees:23.00 Taxes:802.90
20041124-0141141

NOTE TO REGISTER: Upon recording, please return the recorded instrument to: JOHN R. REYNOLDS, Attorney at Law, Suite 2702, The Office Tower, 611 Commerce Street, P. O. Box 190481, Nashville TN 37219-0481.

WARRANTY DEED

Address New Owner(s) as follows: CAROL L. SOLOMAN and husband, JAMES BERRY, 352 Solitude Circle, Goodlettsville TN 37072

Name and Address of the person or entity responsible for payment of real property taxes: New South Federal Savings Bank, 210 Automation Way, Birmingham AL 35210

Map and Parcel No. 33-6A-19, Field Book No. GO-20969.

For and in consideration of the sum of **TWO HUNDRED SEVENTEEN THOUSAND ($217,000.00) DOLLARS**, cash in hand paid by the hereinafter named Grantee(s), the receipt of which is hereby acknowledged, **CHERYL JANE (MORRIS) ROOKER f/k/a CHERYL M. ROOKER, now CHERYL M. MEHAFFEY, and husband, JOE O. MEHAFFEY**, hereinafter referred to as Grantors, have bargained and sold, and by these presents do hereby transfer and convey unto **CAROL L. SOLOMAN and husband, JAMES BERRY**, their heirs and assigns, hereinafter referred to as Grantee(s), a certain tract or parcel of land in **Davidson** County, State of Tennessee, being more particularly described on EXHIBIT A attached hereto and made a part hereof.

This is improved property, known as 352 Solitude Circle, Goodlettsville, Davidson County, Tennessee 37072.

TO HAVE AND TO HOLD said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, **CAROL L. SOLOMAN and husband, JAMES BERRY**, their heirs and assigns, forever; and Grantors do covenant with the said Grantees that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, except as shown on **EXHIBIT B** attached hereto. Grantors do further covenant and bind themselves/their heirs and representatives, to warrant and forever defend the title to said land to the said Grantees, their heirs and assigns, against the lawful claims of all persons whomsoever.

Title to the herein described real property is vested in **CHERYL JANE (MORRIS) ROOKER f/k/a CHERYL M. ROOKER. JOE O. MEHAFFEY**, husband of **CHERYL JANE (MORRIS) ROOKER, now MEHAFFEY**, for the consideration stated herein, joins herein for the purpose of granting, bargaining, selling, conveying and confirming, and does hereby grant, bargain, sell, convey and confirm unto the said Grantees, their heirs and assigns, all right, title and interest of every kind, character and description whatsoever which he now has or hereafter may acquire by virtue of his marriage, including, but not limited to, homestead and any interest in the herein described real property as all or a part of any elective share of a surviving spouse, both as provided by the laws of the State of Tennessee; but the said **JOE D. MEHAFFEY** does not join in the covenants and warranties of seisin, title and encumbrances.

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

WITNESS my hand this 24th day of November 2004.

Cheryl J. Morris Rooker Mehaffey
CHERYL JANE (MORRIS) ROOKER MEHAFFEY

Joe O Mehaffey
JOE O. MEHAFFEY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared **CHERYL JANE (MORRIS) ROOKER MEHAFFEY and husband, JOE O. MEHAFFEY,** with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 24th day of November 2004.

Howard M Skipworth Notary Public

My commission expires _____

HOWARD M. SKIPWORTH NOTARY PUBLIC AT LARGE DAVIDSON CO. TENN.
MY COMMISSION EXP. JANUARY 26, 2008

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer, is $217,000.00.

Affiant

Subscribed and sworn to before me this 24th day of November 2004.

Howard M Skipworth Notary Public

My commission expires _____

HOWARD M. SKIPWORTH NOTARY PUBLIC AT LARGE DAVIDSON CO. TENN.
MY COMMISSION EXP. JANUARY 26, 2008

EXHIBIT A

A CERTAIN TRACT OR PARCEL of land, together with all tenements, hereditaments and appurtenances thereto located in Davidson County, Tennessee, more particularly described as follows:

BEING Lot No. **7** on the Plan of Echo Hill Estates, Section 2, as of record in Plat Book 6900, page 791, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to **CHERYL JANE (MORRIS) ROOKER a/k/a CHERYL M. ROOKER**, by Deed from **John L. Gill**, shown of record in Book. **8289**, page **932**, and by Quitclaim Deed from **Richard Ray Rooker**, shown of record in Book **10844**, page **479**, both Register's Office for **Davidson** County, Tennessee.

CHERYL JANE (MORRIS) ROOKER, CHERYL M. ROOKER and CHERYL M. MEHAFFEY are one and the same person.

This is **improved** property, known as 352 Solitude Circle, Goodlettsville, Davidson County, Tennessee 37072.

EXHIBIT B

1. 2004 State and County real property taxes, listed to **Cheryl Jane M. Rooker**, Map-Par No. **33-6A-19**, Field Book No. **GO-20969**, **$1,691.52**, a lien now due and payable.

   2003 State and County real property taxes and all prior years listed to **Cheryl Jane M. Rooker**, Map-Par No. **33-6A-19**, Field Book No. **GO-20969**, PAID.

   2004 City of Goodlettsville real property taxes, listed to **Cheryl Jane M. Rooker**, Map-Par No. **33-6A-19**, Field Book No. **GO-20969**, **$308.35**, a lien now due and payable.

   2003 City of Goodlettsville real property taxes and all prior years listed to **Cheryl Jane M. Rooker**, Map-Par No. **33-6A-19**, Field Book No. **GO-20969**, PAID.

2. If improvements are completed after 1 January of any year, the law requires supplemental assessment for the year in which improvements are completed, as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of ***Tennessee Code Annotated, Sections 67-5-603, et seq.***

3. Plat of Echo Hill Estates, Section Two, recorded in Book 6900, page 791, Register's Office for Davidson County, Tennessee, shows a minimum building setback line of 40 feet from Solitude Circle, an easement of 15 feet for Nashville Electric Service along the front line, an easement of 10 feet for public utilities along the rear line, which is a broken line, certain open space identified as common area and certain General Notes which include the following, to-wit: " . . . 5. Property is presently zoned residential planned unit development . . . 7. All open space common areas are to be maintained by Echo Hill Home Owners Association . . . 9. The minimum building sideyard setback is 5 feet; (h)owever, in no event shall a dwelling be permitted to be built within 15 feet of another dwelling."

4. Declarations of Covenants, Conditions and Restrictions of Echo Hill Estates as shown of record in Book 7489, page 988, and Amendment to Declarations of Covenants and Restrictions as shown in Book 8265, page 436, both Register's Office for Davidson County, Tennessee.

5. Any lien for maintenance fees, capital improvements, assessments and related expenses imposed by Echo Hill Estates Homeowners Association.

6. Charter and By-Laws of Echo Hill Estates Homeowners Association, Inc., as shown of record in Book 7495, page 177, Register's Office for Davidson County, Tennessee.