Prepared by:
ANDREA CUNNINGHAM
2410 OAKLAND AVE.
NASHVILLE, TN 37212

This	**July 9, 2005**
Name:	Andrea and Brian Cunningham
Firm/Company:	
Address:	2410 Oakland Ave.
Address 2:	
City, State,	Nashville, TN
Phone:	615-292-5469

Davidson County DEEDQC
Recvd: 07/11/05 11:33 4 pgs
Fees:22.00 Taxes:0.00
20050711-0079826

QUITCLAIM DEED
(Husband and Wife to an Individual)

KNOW ALL MEN BY THESE PRESENTS THAT:

FOR VALUABLE CONSIDERATION OF TEN DOLLARS ($10.00), and other good and valuable consideration, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, **Brian Cunningham** and **Andrea Cunningham** Husband and Wife, hereinafter referred to as "Grantors", do hereby demise, release and forever quitclaim unto **Andrea Cunningham**, hereinafter "Grantee", the following lands and property, together with all improvements located thereon, lying in the County of Davidson, State of Tennessee, to-wit:

Describe Property of State "SEE DESCRIPTION ATTACHED"

LESS AND EXCEPT all oil, gas and minerals, on and under the above described property owned by Grantors, if any, which are reserved by Grantors.

SUBJECT to all easements, rights-of-way, protective covenants and mineral reservations of record, if any.

~~TO HAVE AND TO HOLD same unto Grantee, and unto Grantee's assigns forever, with all appurtenances thereunto belonging.~~

The source of title in Grantor(s) is by ____deed recorded in the office of the Register of Deeds in Book 20020228-0025722, Instrument Number 20001003-0097925, of Davidson County, Tennessee.

WITNESS Grantor(s) hand(s) this the 9th day of July, 2005

BRIAN C. CUNNINGHAM
Grantor
{Type Name}

Grantor
{Type Name} ANDREA M CUNNINGHAM

STATE OF Tennessee

COUNTY OF Davidson

On this 9th day of July, 20 05, before me personally appeared Brian Cunningham and Andrea Cunningham, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

Notary Public

Printed Name: Evan Ling

EVAN LING
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

Commission Expires:

20th September 2008

NEW OWNER
~~Grantee(s) Name, Address, phone:~~

ANDREA CUNNINGHAM
2410 OAKLAND AVE.
NASHVILLE, TN 37212

~~Grantee(s) Name, Address, phone:~~

PERSON RESPONSIBLE FOR TAXES:
NEW OWNER

M/P 104-16-283

SEND TAX STATEMENTS TO GRANTEE

Maximum principal indebtedness for Tennessee recording tax purposes is ~~0~~.
(On amendments or modifications, enter ONLY the amount of INCREASE, if any.)

State of Tennessee
County of Davidson

I/we hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is $[illegible] which amount is equal to or greater than that which the property would command at a fair and voluntary sale.

Subscribed and sworn to before me

This 9th day of July, 2005.

(Seal)

EVAN LING
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

Affiant

Brian C. Cunningham
Type or Print Name

Notary Public

My commission expires:

20th September 2008

Evan Ling
Type or Print Name

DEED OF TRUST

THIS IS AN OPEN-END MORTGAGE

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $33,000.00.

MAXIMUM LIEN. NOTWITHSTANDING THE MAXIMUM PRINCIPAL INDEBTEDNESS STATED HEREIN, GRANTOR HAS THE RIGHT TO REDUCE THE MAXIMUM CREDIT LIMIT SO LONG AS THE REDUCED AMOUNT IS EQUAL TO OR EXCEEDS THE OUTSTANDING BALANCE UNDER THE CREDIT AGREEMENT AT THE TIME OF SUCH REQUEST. If Grantor wishes to reduce the limit on the maximum amount of principal indebtedness to be secured under this Deed of Trust, Grantor must send Lender a notice of limitation and, on or before the effective date of the notice, file a copy of the notice for recordation in the appropriate register's office as an amendment to the Deed of Trust. Lender has the right, upon receipt of such notice, to send Grantor a notice which requires Grantor to return to Lender any checks, credit cards or other access devices.

THIS DEED OF TRUST is dated March 26, 2002, among **BRIAN C. CUNNINGHAM, whose address is 2410 OAKLAND AVE, NASHVILLE, TN 37212 and ANDREA CUNNINGHAM, whose address is 2410 OAKLAND AVE, NASHVILLE, TN 37212; husband and wife ("Grantor"); AmSouth Bank, whose address is Hillsboro Office, 1604 21st Avenue S., Nashville, TN 37212 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and FMLS, INC., whose address is 601 MARKET CENTER, CHATTANOOGA, TN 37402 (referred to below as "Trustee").**

CONVEYANCE AND GRANT. For and in consideration of Five Dollars ($5.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has bargained and sold, and does hereby bargain, sell, convey and confirm unto the Trustee in trust, with Power of Sale, for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in DAVIDSON County, State of Tennessee:**

A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE DESCRIBED AS FOLLOWS, TO-WIT:
LAND IN DAVIDSON COUNTY, TENNESSEE, BEING THE SOUTH ONE-HALF OF LOT NO. 172 OF THE BELMONT LAND COMPANY'S PLAN OF LOTS, CALLED BELMONT HEIGHTS, AS OF RECORD IN BOOK 421, PAGE 34, SAID REGISTERS OFFICE.

SOURCE OF TITLE BEING: INSTRUMENT: 20001003-0097925

The Real Property or its address is commonly known as 2410 OAKLAND AVE, NASHVILLE, TN 37212.

REVOLVING LINE OF CREDIT. Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Deed of Trust secures a revolving line of credit, which obligates Lender to make advances to Grantor up to the maximum principal indebtedness of $33,000.00 so long as Grantor complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the