This Instrument Prepared By:
Heritage Title & Escrow Co., Inc.
123 Fifth Ave. North
Franklin, TN 37064

Map & Parcel: 103-16-0-E-001-00 CO

Davidson County DEEDWARR
Recvd: 07/27/05 08:09 2 pg
Fees:13.00 Taxes:399.23
20050727-0087232

Send Tax Statements To:
AMSOUTH BANK
2050 Parkway Office Circle RCN
Birmingham, AL 35244

Name/Address New Owner:
Calvert Clarkston Cook
3901 Whitland Ave. #2
Nashville, TN 35244

Name of Mortgagee:
AMSOUTH BANK

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of ten dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, **MARYANN E. BYRD FUZZELL, formerly MARYANN E. BYRD**, have bargained and sold and by these presents do transfer and convey unto **CALVERT CLARKSTON COOK,** his heirs and assigns forever, the following described property, to wit:

A certain Condominum Unit in Davidson County, Tennessee, being Unit No. 1 as shown on the Plan of Whitland Place Condominium, of record in Plat Book 5200, page 597, Register's Office for Davidson County, Tennessee, to which reference is made for a more complete description, together with an undivided 2.85% interest in the common elements of The Whitland Place Homeowner's Association, as described in Book 6131, page 722, et seq., in said Register's Office.

Being the same property conveyed to Maryann E. Byrd, now Maryann E. Bryd Fuzzell, by deed from J. P. Brakefield and the Eleanor Lee Brakefield Trust B, of record in Book 10499, page 618, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said tract of land, together with all improvements thereon and all appurtenances thereunto belonging unto the said Grantee, his heirs and assigns forever.

AND I DO COVENANT with the said Grantee, his heirs and assigns, that I am lawfully seized and possessed of said property, that I have a good and lawful right to sell and convey same, and that it is free from any lien or encumbrance whatsoever with the following exceptions:

1. 2005 Davidson County property taxes are a lien but not yet due and payable. Said taxes have been prorated as of the date of this instrument, with Grantee assuming responsibility for payment of same.
2. All matters as shown on the Plan of record in Plat Book 5200, page 597, Register's Office for Davidson County, Tennessee.
3. Restrictive covenants of record in Book 6350, page 824, Register's Office for Davidson County, Tennessee.
4. Sewer easement of record in Book 3464, page 278, Register's Office for Davidson County, Tennessee.

AND I DO FURTHER COVENANT and bind myself, my heirs and assigns, to warrant and defend the title thereto against the lawful claims and demands of all persons whomsoever.

FRANCES FUZZELL, husband of MARYANN E. BYRD FUZZELL, joins in the execution of this instrument to convey all his right, title and interest he may have in the subject property by virtue of his marriage to MARYANN E. BYRD FUZZELL.

IN TESTIMONY WHEREOF, we have hereunto set our signatures, this the 15th day of July, 2005.

MARYANN E. BYRD FUZZELL, formerly MARYANN E. BYRD

FRANCES FUZZELL

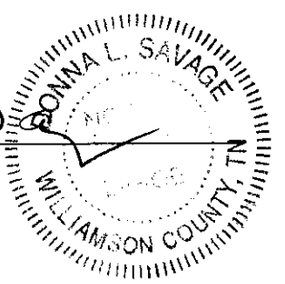
STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **MARYANN E. BYRD FUZZELL and husband, FRANCES FUZZELL**, the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, on this 15th day of July, 2005.

My Commission Expires:
12-28-08

Notary Public



STATE OF TENNESSEE
COUNTY OF WILLIAMSON

I certify that the actual consideration or value, whichever is greater, for this transfer is the sum of **$107,900.00.**

Affiant

Sworn to and subscribed before me on this 15th day of July, 2005.

My Commission Expires:
12-28-08

Notary Public

