This Instrument Prepared By:
BROKERS ESCROW SERVICES, INC.
211 Donelson Pike, Suite 2, P. O. BOX 140255
Nashville, Tennessee 37214

Recording Information:

Davidson County DEEDWARR
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20050906-0106570

ADDRESS NEW OWNER:
Shelley A. Fugitt
514 Forest Pointe Place
Antioch, TN 37013

SEND TAX BILL TO:
Mortgagee

MORTGAGEE:
SunTrust Mortgage, Inc.
P.O. Box 79041
Baltimore, MD 21279-0041

MAP **150-9**
GROUP **B**
PARCEL **514.00 CO**

WARRANTY DEED

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 and sufficiency of which are hereby acknowledged, **James Edward Stevens, Jr., unmarried** hereinafter called the "GRANTOR", has bargained and sold, and by these presents, does transfer and convey unto **Shelley A. Fugitt, unmarried**, hereinafter called the "GRANTEE", her successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

A certain tract or parcel of land lying and being in the County of Davidson, State of Tennessee, to-wit:
Being Unit 514 on the Revised Final Plat of Forest Pointe Condominium, of record in Book 6900, page 930, amended in Book 7900, page 16, and as shown as an Exhibit to the amended Master Deed of Record in Book 8050, page 853, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description.

Being the same property conveyed to James Edward Stevens, Jr., unmarried by deed from Secretary of Housing and Urban Development dated November 7, 1997, of record in Book 10687, page 594, Register's Office for Davidson County, Tennessee.

Taxes for the current year have been settled between the parties. Said property is transferred subject to the following matters:

Taxes resulting from supplemental, revised or corrected assessments under T.C.A., section 67-5-603, et. seq.

Subject to all applicable zoning and planning restrictions, and all health department rules and regulations that may affect the premises.

Subject to restrictive covenants contained in an instrument of record in Book 10412, page 567, Instr. # 20030712-0097022 said Register's Office, and to which instrument reference is here made for the complete and exact terms, details and requirements thereof.

Subject to all Articles of Organization of record in Book 8069, page 162 and subject to covenants, subdivision restrictions, easement and other matter of record in Plat Book 6900, page 930, amended Book 7900, page 16, said Register's Office.

By-Laws contained in an instrument of record in Book 7801, page 486, said Register's Office, and to which instrument reference is here made for the complete and exact terms, details and requirements thereof.

Subject to all of those facts, conditions and limitations shown on the Plat of record in Plat Book 6900, page 930, amended 7900, page 16, Register's Office for Davidson County, Tennessee.

Subject to all the provisions of the Tennessee "Horizontal Property Act" as the same is set out in Section 64-2701 et seq. of the Tennessee Code Annotated, and is subject to the provisions and requirements thereof; and is subject to the By-Laws for the administration thereof; also subject to easements, rights, and interest in favor of other unit owners and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through or upon the land embracing the regime and building thereon; and also including without limitations all conditions, covenants, restrictions, option, burdens, assessments and other undertakings contained in the Master Deed Establishing a Horizontal Property Regime of Forest Pointe Condominium, of record in Book 7075, page 790; Book 7079, page 424; Book 7801, page 463; Book 8050, page 853 Register's Office for Davidson County, Tennessee.

This is improved property known as 514 Forest Pointe Place, Antioch, Tennessee 37013.

GRANTOR makes no representation or warranty, express or implied, as to the exact amount of acreage or square footage in the property, or as to the ownership of the minerals located on, under or within the property. Grantor makes no representations or warranties, express or implied, with respect to the condition of the property conveyed hereby, including improvements located thereon, including, without limitation, the habitability, condition or fitness thereof for any particular use or purpose. Grantee agrees that the property conveyed hereby, including improvements located thereon, is conveyed by Grantor and accepted by Grantee in an "as is, where is" and "with all faults" condition.

THIS conveyance is made expressly subject to all covenants, conditions, restrictions, and reservations contained in former deeds and other instruments of record applicable to said property, insofar as same are presently binding thereon, and to any easements apparent from an inspection of said property.

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", her successors and assigns, forever, and,

GRANTOR does covenants with the said "GRANTEE" that he is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and warrants that the same is unencumbered, unless otherwise herein set out; and,

"GRANTOR", does further covenant and bind himself, his heirs and assigns, to warrant and forever defend the title to the said land to the said "GRANTEE", and her successors and assigns, against the lawful claims of all persons whomsoever. 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 my hand this the 2nd day of September, 2005.

James Edward Stevens, Jr.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, **James Edward Stevens, Jr., unmarried**, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within Warranty Deed for the purposes therein contained.

WITNESS my hand and official seal at office this 2nd day of September, 2005.

NOTARY PUBLIC

REBECCA R. WAYNICK NOTARY PUBLIC AT LARGE WILSON COUNTY

My Commission Expires:

STATE OF Tennessee)
COUNTY OF ~~Davidson~~ Williamson)

The actual value or consideration, whichever is greater, for this transfer is ~~$107,000.00~~ 109,000.00.

AFFIANT

Subscribed and sworn to before me on this 2nd day of September, 2005.

NOTARY PUBLIC

ANN M. LEDET STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

My Commission Expires: 7/01/09