This Instrument Prepared By:
John T. Gwin, Attorney at Law
2800 North Mt. Juliet Road
Mt. Juliet, Tennessee 37122-3008

ADDRESS NEW OWNER:
Lillian M. Vogel
722 Blue Brick Place
Hermitage, Tennessee 37076

SEND TAX BILL TO:
****Mortgagee****

MORTGAGEE:
Bank of the South
551 N. Mt. Juliet Road
Mt. Juliet, Tennessee 37122

Davidson County DEEDWARR
Recvd: 09/30/05 13:43 3 pgs
Fees:18.00 Taxes:521.70
20050930-0117843

MAP **64-12-A**
GROUP
PARCEL **722.00**

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 of which is hereby acknowledged, **Frankie Massa, unmarried** hereinafter called the Grantor, has bargained and sold, and by these presents, does transfer and convey unto **Lillian M. Vogel, unmarried,** hereinafter called the Grantee, her heirs and assigns, that certain tract or parcel of land located in Davidson County, State of Tennessee, described as follows, to-wit:

Being Unit No. 722 on the Plan of Fox Run Condominiums 2nd Revision part of Section 2 and 1st Revision part of Section 1 of record in Plat Book 6250, page 118, Register's Office for said County, to which reference is made for a more complete description.

Being the same property conveyed to Frankie Massa, unmarried by deed from Sharon E. Bowman, unmarried dated May 19, 1997, of record in Book 10461, page 13, Register's Office for Davidson County, Tennessee.

This is improved property known as 722 Blue Brick Place, Hermitage, Tennessee 37076.

Taxes for the current year have been settled between the parties. This conveyance is made subject all planning, zoning, and health department rules and regulations which may affect the premises. This conveyance is also made subject to the following matters:

1. Subject to Real Property Taxes for 2005, a lien not yet due and payable. Map 64-12-A, Parcel 722.00. If improvements are completed after January 1 of any year, the law requires supplemental assessment for the year in which the improvements are completed, as defined by Statute. Any applicable 2005 ad valorem real property taxes assessed by the Taxing Authority constitute a lien, due and payable.

2. Subject to Restrictive Covenants, Master Deeds and Charters contained in instruments of record in Book 4956, page 582; Book 5533, page 713; Book 5895, page 516; Book 593, page 301; Book 6370, page 817; Book 8510, page 92; Book 8510, page 95; Book 5564, page 582; Book 5174, page 609; Book 5548, page 852; by-Laws of record in Book 4956, page 590 and Charters of record in Book 5208, page 18 and Book 6075, page 162, said Register's Office, and to which instrument reference is here made for the complete and exact terms of said restrictive covenants.

3. Subject to an easement for utilities as set forth in an instrument of record in Deed Book 8035, page 646, said Register's Office, to which instrument reference is here made for the exact terms and details thereof.

4. Subject to all of those facts, conditions and limitations shown on the Plat of record in Plat Book 6250, page 118, Register's Office for Davidson County, Tennessee, including but not by way of limitation an Owner's Certificate; all setback lines and easements as depicted on said plat and health department rules and regulations. Reference is here made to said Plat for a more complete depiction of the terms and details thereupon.

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 heirs and assigns, forever; and,

Grantor does covenants with the said Grantee that she 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 herself, her heirs and representatives, to warrant and forever defend the title to the said land to the said , her heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS my hand this the 29th day of September, 2005.

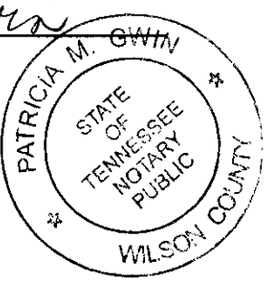
Frankie Massa

STATE OF TENNESSEE)
COUNTY OF WILSON)

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

WITNESS my hand and official seal at office this 29th day of September, 2005.

Patricia M. Gwin
NOTARY PUBLIC



My Commission Expires: 11/23/2008

STATE OF TENNESSEE)
COUNTY OF WILSON)

The actual value or consideration, whichever is greater, for this transfer is $141,000.00.

AFFIANT

Subscribed and sworn to before me on this 29th day
of September, 2005.

Patricia M. Gwin
NOTARY PUBLIC
My Commission Expires: 11/23/2008

