Box 8

PREPARED BY (AND RETURN TO):

WILKINS & IVEY
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W & I Ref:(_____) Title No: 46794
Dav. Co. File: Box 8

Davidson County DEEDWARR
Recvd: 12/02/05 14:18 2 pgs
Fees:13.00 Taxes:647.50
20051202-0145256

ADDRESS NEW OWNER:	**RESPONSIBLE FOR TAX PAYMENT:**
Janice Cathey 1423 Porter Rd. Nashville, Tennessee 37206	American Mortgage Network, Inc. 10421 Wateridge Circle Ste. 250 San Diego, CA 92121

TAX MAP-PARCEL NUMBERS: 083-03-108

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$175,000.00** , cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Jimmy C. Phillips , unmarried**, hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Janice Cathey** hereinafter called the **Grantee**, Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

A tract of land located in Davidson County, Tennessee, being part of the westerly part of Lot No. 2 of the Plan showing Subdivision of the Bradford and McClure Lands, of Lots Nos. 61 and 62, and part of Lot No. 63 on the Plan of Brownsville, as of record in Book 21, page 9, Register's Office for said County, said Plan of Division is not of record, but was made September 21, 1922, by Erle Drake, County Surveyor, and more particularly described according to a survey by A & A Engineers, Inc. dated April 23, 1981, as follows:

Beginning at an iron pin on the westerly margin of Porter Road at the northeast corner of property conveyed to Samuel D. Pitt and wife, Wilma J. Pitt, from Joan E. Marks and Cheryl C. Carr, of record in Book 5131, page 265, Register's Office for Davidson County, Tennessee; thence with easterly margin of Porter Road North 27 degrees East 113.0 feet to a pin; thence South 64 degrees 15 minutes East 141.0 feet to a stake; thence South 9 degrees 00 minutes West 68.0 feet to an iron pin; thence, North 80 degrees 30 minutes West 168.0 feet to the point of Beginning.

Together with an Easement for ingress and egress over Tract II, more particularly described as follows:

Beginning at an iron pin located in the eastern R.O.W. margin of Porter Road, said pin also being on the common line between Tract I and II; thence, with said R.O.W. North 27 degrees East 25 feet to a point; thence, South 54 degrees 09 minutes 27 seconds East 142.67 feet to a point in the common line between Tract I & II; thence with said line North 64 degrees 15 minutes West 141 feet to the Point of Beginning. Together with and subject to a Joint Driveway Agreement of record in Book 8772, page 684, said Register's Office.

Being the same property conveyed to Jimmy C. Phillips, a single person and Shelley S. France a single person as joint tenants with right of survivorship by deed dated the 19th day of September, 2000 and sent to record on the 27th day of September 2000 from Helen T. Martin and husband, Aaron E. Russell and Shirley B. Russell and husband, James D. Russell of record in Doc. No. 20000927-0095670 Register's Office for said County. By Quitclaim Deed dated the 16th day of April 2003 and sent to record on the 30th day of April 2003 of record in Doc. No. 20030430-0057734, said Register's Office, Shelley S. France, unmarried, conveyed her interest in subject property to Jimmy C. Phillips, unmarried.

Description Reference: The description is the same as that used in the last deed prior to this transaction.

This conveyance is subject to: Taxes for 2006, and subsequent years. Joint Driveway Agreement of record in Book 8772, page 684, said Register's Office.

This is improved property, known as: 1423 Porter Road, Nashville, Tennessee 37206

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, Grantee's heirs or assigns, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seised and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out.

GRANTOR FURTHER COVENANTS and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS THE EXECUTION HEREOF this 30th day of November, 2005.

Jimmy C. Phillips

State of TENNESSEE
County of DAVIDSON

On this 30th day of November, 2005 , before me the undersigned authority, personally appeared Jimmy C. Phillips , to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged the execution as a free act and deed.

My Commission Expires: _____

CRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires JULY 21, 2007

Notary

State of TENNESSEE
County of DAVIDSON

AFFIDAVIT

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is $175,000.00

Affiant

Sworn and subscribed before me this the 30th day of November, 2005

My Commission Expires: _____

CRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires JULY 21, 2007

Notary Public