THIS INSTRUMENT PREPARED BY:
Smith-Pitts, PLC
5210 Maryland Way, Suite 201
Brentwood, Tennessee 37027

RETURN TO:
Buyers Title & Escrow, LLC
5210 Maryland Way, Suite 201
Brentwood, TN 37027
615-370-5154

Davidson County DEEDWARR
Recvd: 12/14/05 13:22 2 pgs
Fees:13.00 Taxes:643.02
20051214-0150226

Address New Owners:	Send Tax Bills To:	Map-Parcel Nos.
Alanka D. Shaw 3317 Cain Harbor Drive Nashville, TN 37214	NEW OWNER	062-02-0-B-104.00 CO

STATE OF TENNESSEE)
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is $173,790.00.

Affiant

Subscribed and sworn to before me this 9th day of December, 2005

Notary Public
My Commission Expires: 5/26/09

STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars cash in hand paid and other good and valuable consideration, the receipt of all of which is hereby acknowledged, **Beazer Homes Corp. d/b/a Phillips Builders, a Tennessee Corporation** (herein called the **GRANTOR**), has this day bargained and sold, and by these presents does transfer and convey unto **Alanka D. Shaw**(herein called the **GRANTEE**), all of the **GRANTOR'S** right, title and interest in and to that certain tract or parcel of real property located in the City of Nashville, Davidson County, State of Tennessee, described as:

Land in Davidson County, Tennessee being Lot No. 33, on the First Amendment of Abbington Park, Phase One, Section Three, of Record in Plat Instrument No. 20040728-0090230, Register's Office for Davidson County, Tennessee, to which reference is hereby made for more complete details of said lot.

Being a portion of the same property conveyed to Beazer Homes Corp. d/b/a Phillips Builders, A Tennessee Corporation, by Warranty Deed from J. E. Stevenson, Trustee, of Record in Instrument No. 20011005-0108947, Register's Office for Davidson County, Tennessee, Dated October 5th, 2001.

This conveyance is made subject to property taxes for the year 2005 which have been prorated and assumed by Grantee herein and to any and all easements, covenants, conditions and/or restrictions of record including but not limited to: Easement for Storm Water Detention of record in Instrument No. 20030109-0004046, said Register's Office Easement for Sanitary Sewer of record in Book 8377, Page 820, said Register's Office Easement for Flowage granted to USA of record in Book 2242, Page 513, said Register's Office Easement for Transmission Line of record in Book 1163, Page 341, said Register's Office Easement for Ingress/Egress of reocrd in Book 1198, Page 525, said Register's Office Restrictive covenants recorded in Instrument No. 20000720-0071648, Instrument No. 20010402-0031520, Instrument No. 20030213-0620075 and Instrument No. 20040518-0058461, Register's Office for Davidson County. HOA Charter of record in Instrument No, 20030303-0027405, said Register's Office QuitClaim for Open Space of record in Instrument No. 20050201-0011847, said Register's Office By-Laws of record in Instrument No. 20030303-0027406, said Regsiter's Office All matters as set forth per Plat of record in Inst. No. 20040728-0090230, Register's Office for Davidson County.

THIS IS **improved** PROPERTY KNOWN AS 3317 Cain Harbor Drive, Nashville, TN 37214

TO HAVE AND TO HOLD the said real property, together with the appurtenances, estate, title and interest thereto belonging to the said **GRANTEE**, its successors and assigns forever. **GRANTOR** does covenant that it is lawfully seized and possessed of said real property, in fee simple, has good right to convey said real property, and that the same is unencumbered, except as set forth herein.

GRANTOR further covenants and binds itself, its heirs, successors, assigns and representatives, to warrant and forever defend the title to the said real property to said **GRANTEE**, its successors and assigns, against the lawful claims of all other persons whomsoever, except for any such claims arising out of or in connection with the matters set forth herein

IN WITNESS WHEREOF, **GRANTOR** has executed this Warranty Deed on this 9th day of December, 2005

Beazer Homes Corp d/b/a Phillips Builders,
A Tennessee Corporation

BY: Ruth Lyon, agent
Authorized Agent

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared , with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be the Authorized Agent of Beazer Homes Corp. d/b/a Phillips Builders, a Tennessee Corporation the within named bargainor, and that as such Authorized Agent being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Authorized Agent

Witness my hand and seal, at office in Tennessee, this the 9th day of December, 2005

Karen Russell
NOTARY PUBLIC

My Commission Expires: 5/26/09

