This Instrument Prepared By:
Rebecca T. Garland, Attorney
155 Franklin Road, Suite 120
Brentwood, Tennessee 37027

ADDRESS NEW OWNER:
Mark LePera
8930 Beacon Street
Fort Myers, FL 33907

Davidson County DEEDWARR
Recvd: 03/01/06 15:42 2 pg
Fees:13.00 Taxes:249.75
20060301-0023888

SEND TAX BILL TO:
Owner

MORTGAGEE:
Capital Bank & Trust Company
1820 West End Avenue
Nashville, TN 37203

MAP **053-02**
GROUP
PARCEL **20.00**

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 and sufficiency of which are hereby acknowledged, **Franklin Funding, Inc.** hereinafter called the GRANTOR, has bargained and sold, and by these presents, does hereby transfer and convey unto **Mark LePera, married**, hereinafter called the "GRANTEE", his heirs and assigns, a certain tract or parcel of land located **in Davidson** County, State of Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, being Lot No. 304 on the Plan of Village of Old Hickory, Section C-2, of record in Plat Book 1835, page 29, Register's Office, Davidson County, Tennessee, to which reference is hereby made for a more complete and detailed description of said lot.

Being the same property conveyed to Franklin Funding, Inc. by deed from David G. Mangum, Substitute Trustee of record in Instrument no. 20050916-0111588, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to all restrictions, easements, zoning and planning ordinances, and health department regulations that may affect the premises.

This conveyance is further made subject to real property taxes for 2006 and subsequent years.

This is **improved** property known as **1301 Cunningham Street, Old Hickory, Tennessee 37138.**

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,his heirs and assigns , forever, and, GRANTOR does covenant with the said GRANTEE that it 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 itself, its successors and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, his heirs 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 24th** day of **February, 2006.**

Franklin Funding, Inc.

By: _____
Filbert J. Martocci, Jr., President

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned authority of the State and County aforesaid, personally appeared **Filbert J. Martocci, Jr.** with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be **President** of **Franklin Funding, Inc.**, the within named bargainor, a corporation, and that he as such authorized officer, with the authority so to do, executed the within Warranty Deed for the purposes therein contained by signing the name of the corporation as such authorized officer.

WITNESS my hand and official seal this 24th day of February, 2006.

_____
Rebecca T. Garland
NOTARY PUBLIC

My Commission Expires: 5/23/2009

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual value or consideration, whichever is greater, for this transfer is $67,500.00.

_____
AFFIANT

Subscribed and sworn to before me on this 24th day of February, 2006.

_____
Rebecca T. Garland
NOTARY PUBLIC

My Commission Expires: 5/23/2009