This Instrument Prepared By:
Gibson, Gregory & Gwyn, PLLC
201 Fourth Avenue, N. Suite 1900
Nashville Tennessee 37219

Davidson County DEEDWARR
Recvd: 08/16/06 08:00 2 pgs
Fees:13.00 Taxes:627.34
20060816-0100603

ADDRESS NEW OWNER:

Christopher Oaks
4544 Hawthorn Drive
Nashville, TN 37214

SEND TAX BILL:

AmSouth Bank
2050 Parkway Office Circle
Birmingham, AL 35244

MORTGAGEE:
AmSouth Bank
2050 Parkway Office Circle
Birmingham, AL 35244

MAP AND PARCEL:
MAP 62-2-B
PARCEL 256

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the Grantees named herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Beazer Homes Corp., a Tennessee corporation**, ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto **Christopher Oaks, unmarried**, ("Grantee"), his heirs, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee (the "Property"), described as follows, to wit:

> Land in Davidson County, Tennessee, being Lot No. 179 on the Plan of Abbington Park, Phase One, Section Five, as of record in Plat Instrument No. 20060113-0005368, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.
>
> Being part of the same property conveyed to Beazer Homes Corp., a Tennessee corporation, by deed from J.E. Stevenson, Trustee, dated April 12, 2005, of record in Instrument No. 20050412-0040426, Register's Office for Davidson County, Tennessee.
>
> This conveyance is made subject to the real estate taxes for the current year, which have been prorated and assumed by Grantee, and such limitations and restrictions and easements as may affect the premises.

This is improved property known as 4544 Hawthorn Drive, Nashville, TN 37214.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Grantee, his heirs, successors and assigns, forever; and Grantor, does covenant with Grantee that it is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is unencumbered unless otherwise herein set out; and Grantor does further covenant and bind itself, its assigns and representatives, to warrant and forever defend the title to the Property to Grantee, his heirs, successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular

shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness its hand this 15th day of August, 2006.

Beazer Homes Corp.

BY: Ruth Lyon, agent
Ruth Lyon, Agent

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned Notary Public in and for the said County and State, personally appeared Ruth Lyon, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Agent of Beazer Homes Corp., the bargainor, a Tennessee corporation, and that she as such Agent, executed the within instrument for the purposes stated therein by signing the name of the corporation by herself as such Agent.

Witness my hand and official seal this 15th day of August, 2006.

Notary Public

My Commission Expires: 01/24/09

CATHERINE H. GWYN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires January 24, 2009

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $169,550.00.

AFFIANT

Subscribed and sworn to before me
this 15th day of August, 2006.

NOTARY PUBLIC

My Commission Expires: 1/24/09

CATHERINE H. GWYN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires January 24, 2009