Davidson County DEEDWARR
Recvd: 09/07/06 14:57 2 pgs
Fees:13.00 Taxes:257.15
20060907-0110987

THIS INSTRUMENT PREPARED BY:

Homer R. Ayers, Attorney at Law
303 Frances Street (Zip 37072)
P. O. Box 904
Goodlettsville, TN 37070-0904

Warranty Deed

ADDRESS NEW OWNERS:	PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF REAL PROPERTY TAXES:	MAP-PARCEL NOS.
Thomas A. Shaw 312 Moss Rd Court Nashville, TN 37216	Same as New Owner	Map 73-6 Parcel 53

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, THOMAS J. FITZPATRICK and wife, MARY E. FITZPATRICK, hereinafter referred to as the "GRANTORS", have bargained and sold and by these presents do transfer and convey unto THOMAS A. SHAW, a single man, hereinafter referred to as the "GRANTEE", his heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

LAND in Davidson County, Tennessee, being Lot No. 5 on the Plan of Moss Rose Estates, as of record in Book 4860, page 112, Register's Office for said County.

Said Lot No. 5 fronts 39.27 feet on the southwesterly margin of the cul-de-sac of Moss Rose Court and runs back 139.31 feet on the westerly line and 104.15 feet on the easterly line to a line on the rear measuring 135.39 feet thereon.

BEING the same property conveyed to Thomas J. Fitzpatrick and wife, Mary E. Fitzpatrick, by deed from Margie L. Williams, a single person, of record in Book 6032, page 346, Register's Office for Davidson County, Tennessee.

The legal description, as hereinabove set forth is the same as that contained in the previous Deed of Record.

The current mailing address for said property is 312-314 Moss Rose Court, Nashville, TN 37216.

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 we, the GRANTORS, do covenant with the said GRANTEE, that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and warrant that the same is unencumbered, except as follows:

1. Real Property Taxes for the year 2006, which are a lien, but not yet due and payable, which have been prorated between the parties and will be paid, in full, by the GRANTEE, when due.

2. Subject to any and all matters as they may appear on the plan of record in Book 4860, page 112, said Register's Office.

3. Subject to Restrictive Covenants and amendments thereto of record in Book 5039, page 359, Book 5138, page 645, Book 5311, page 345 and Book 5910, page 336, said Register's Office.

And, we, the GRANTORS, do further covenant and bind ourselves, our heirs 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.

WITNESS our hands on the day and date last acknowledged below.

"GRANTORS"

THOMAS J. FITZPATRICK

MARY E. FITZPATRICK

"GRANTEE"

THOMAS A. SHAW

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, THOMAS J. FITZPATRICK and wife, MARY E. FITZPATRICK, and THOMAS A. SHAW, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this the 6th day of September, 2006.

NOTARY PUBLIC

HOMER R. AYERS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE MY COMMISSION EXPIRES SEPTEMBER 7, 2009

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value, whichever is greater, for this transfer is $69,500.00.

Affiant

Sworn to and subscribed before me, this the 6th day of September, 2006.

NOTARY PUBLIC

HOMER R. AYERS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE MY COMMISSION EXPIRES SEPTEMBER 7, 2009