BOX 50-B
PREPARED BY: RETURN TO:
BANKERS TITLE & ESCROW CORP.
3310 WEST END AVE.
NASHVILLE, TN 37203

PREPARED BY (AND RETURN TO):

WILKINS & IVEY
Attorneys At Law

Woodmont Centre, Suite 100
104 Woodmont Blvd.
Nashville, TN 37205
Ph. (615) 298-3312 - Fax. 292-8746
E-mail: *main@wilkinsandivey.com*

W & I Ref: Title No: 48344

Dav. Co. File: Box 8

Davidson County DEEDWARR
Recvd: 12/08/06 13:59 3 pgs
Fees:18.00 Taxes:1979.50
20061208-0152090

ADDRESS NEW OWNER:	**RESPONSIBLE FOR TAX PAYMENT:**
Christian Castiglione Tara Castiglione 119 Postwood Place Nashville, Tennessee 37205	New Owner

TAX MAP-PARCEL NUMBERS: 103150A01900CO

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$535,000.00** , cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **James L. Adrian and spouse, Harriet M. Adrian**, hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Christian Castiglione and spouse, Tara Castiglione** 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:**

Land in Davidson County, Tennessee, being Lot No. 19 on the Plan of Revised Plan of Postwood of record in Book 5200, page 104 Register's Office for said County to which Plan reference is hereby made for a more complete description thereof together with and subject to a Deed of Easement for driveway purposes of record in Book 6405, page 589, said Register's Office.

Being the same property conveyed to James L. Adrian and wife, Harriet M. Adrian by deed from John C. Flynn and wife, Sandra K. Flynn of record in Book 9176, page 577, Register's Office for Davidson County, Tennessee.

Description Reference: Described according to (or by reference to) the recorded subdivision Plan.

This conveyance is subject to: Taxes for 2007, and subsequent years; The Plan, with Owner's Certificate, of record in Plat Book 5200, Page 104, said Register's Office, which Plan shows a minimum building setback line and easement to which Plan reference is hereby made for a more complete description thereof. Deed of Easement for driveway purposes of record in Book 6405, page 589, said Register's Office. The Declaration of Covenants, Conditions and Restrictions of record in Book 5116, page 225, Book 5635, page 706, Book 5794, page 68, Book 5910, page 322, Doc. No. 20000915-0091860, Book 8240, page 746, said Register's Office, which sets forth assessments, liens and other matters, to which Declaration reference is hereby made for more particulars.

This instrument is executed on behalf of James L. Adrian by Harriet M. Adrian as Attorney in Fact pursuant to a Power of Attorney being recorded simultaneously herewith. The affidavit of said Attorney in Fact is attached as "Exhibit A' to this instrument and incorporated herein by reference.

This is improved property, known as: 119 Postwood Pl, Nashville, Tennessee 37205

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 1st day of December, 2006 .

James L. Adrian By:Harriet M. Adrian, Atty-in-Fact

Harriet M. Adrian

State of TENNESSEE

County of DAVIDSON

On this 1st day of December, 2006 , before me the undersigned authority, personally appeared **Harriet M. Adrian**, 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.

CHRISTY WAVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires: 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: $535,000.00

Affiant

Sworn and subscribed before me this 1st day of December, 2006

My Commission Expires: 1/24/09

Notary Public

KIMBERLY R. DOUGHER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN

State of Tennessee
County of Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named , **Harriet M. Adrian** with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument on behalf of **James L. Adrian** , as Attorney-in-Fact, as the free act and deed of the said Principal(s).

Witness my hand and official seal at Nashville, Tennessee, this 1st day of December, 2006

Notary Public

My Commission Expires:

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

My Commission Expires JULY 21, 2007

EXHIBIT "A"
To
Warranty Deed

FROM: James L. Adrian and Harriet M. Adrian

TO: Christian Castiglione and Tara Castiglione

State of Tennessee
County of Davidson

AFFIDAVIT

The undersigned Affiant, being first duly sworn, deposes and says as follows:

1. That the document to which this affidavit is exhibited is executed by the undersigned as attorney-in-fact for the principal(s) thereon shown.

2. That this execution is proper and within the scope of the power-of-attorney referenced in the instrument.

3. Pursuant to the provisions of *Tennessee Code Annotated,* Section 34-6-105(c), of the Uniform Durable Power of Attorney Act, the undersigned Affiant certifies that at the time of execution of said document the Affiant had no knowledge or notice of the termination of the power-of-attorney, either by revocation or by a principal's death, disability, or incapacity.

Further the Affiant Saith not.

Harriet M. Adrian, Affiant

Sworn to and subscribed before me this 1st day of December, 2006

Notary Public

My Commission Expires:

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

My Commission Expires JULY 21, 2007