This Instrument prepared by
and after recording return to:
G. Miller Hogan, II, Esq.
Lassiter, Tidwell, Davis, Keller & Hogan, PLLC
150 Fourth Avenue North
One Nashville Place, Suite 1850
Nashville, Tennessee 37219

Davidson County DEEDWARR
Recvd: 06/25/07 09:55 3 pgs
Fees:18.00 Taxes:1231.28
20070625-0075302

WARRANTY DEED

Address of new owner as follows:
James C. Rushing, III, and
Fredricka Rushing
805 Banbury Way
Brentwood, TN 37027

Send tax bills to:
Countrywide Home loans
TPRP-220PS PO Box 2962
Phoenix, AZ 85062

Map-Parcel No.
Map 172090A
Parcel 164.00

STATE OF TENNESSEE)
COUNTY OF Williamson)

Know all men by these presents that, **Pearl Zujewski**, an unmarried person (hereinafter called the "Grantor"), for good and valuable consideration, in hand paid to the Grantor, by **James C. Rushing, III and wife, Fredricka Rushing** (hereinafter collectively called the "Grantees"), the receipt and sufficiency of which is hereby acknowledged, the Grantor has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto the Grantees, that certain tract or parcel of real property situated in Davidson County, Tennessee, described below together with all and singular the rights, benefits, privileges, easements, tenements and appurtenances pertaining thereto, including any right, title and interest of the Grantor in and to said real property (the "Property"):

> Land in Davidson County, Tennessee being Lot No. 162 on the Final Plat of Section Four, Banbury Crossing of record under Instrument No. 20000114-0004987 thru 20000114-004989 in the Register's Office for Davidson County, Tennessee to which plan reference is hereby made for a more complete description thereof.
>
> Being the same property conveyed to Pearl Zujewski by deed from The Jones Company Custom Homes of Tennessee, Inc., of record as Instrument No. 20020731-0091727, dated July 31, 2002, said Regsiter's Office
>
> This is improved property commonly known as: **805 Banbury Way, Brentwood, Tennessee 37027**.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, as aforesaid, unto the Grantees and their heirs, successors and assigns, forever.

The Grantor, for herself and her heirs, successors and assigns covenants with the Grantees that the Grantor is lawfully seized of a good, absolute and indivisible estate in fee simple to the Property; that she has good right and lawful authority to sell and convey the Property; that she has committed no act to encumber the Property; and that the Grantees shall have quiet possession of the Property; and the Grantor does hereby bind herself and her heirs, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto the Grantees and their heirs, successors and assigns, against the lawful claims of all persons claiming by, through or under the Grantor and any other person.

This conveyance is subject to all easements and restrictions of record, the lien for property taxes that are not delinquent, any matters shown on any applicable plat and including, without limitation, the following: (i)Matters shown on the Plan of record as Instrument Nos. 20000114-0004987 thru 20000114-004989, said Register's Office, (ii) Restrictive Covenants contained in instrument of record in Book 4148, page 75, said Register's Office, (iii) Declaration of Covenants, Conditions, Liens, Easements and Restrictions, including, but not limited to, easements, assessments, special assessments, charges and liens, contained in an instrument of record in Book 10369, page 48, and as amended in Book 10962, page 516, Book 10970, page 943 Book 11218, page 180, and as Instrument Nos. 20030728-0105031 and 20051020-0126681, said Register's Office, (iv) Storm Water Detention Agreement of record in Book 10633, page 330 and as Instrument No. 20000111-0004044, said Register's Office, (v) Grants of Transmission Line Easements of record in Book 1174, page 153, Book 2438, page 392 and Book 2438, page 460, said Register's Office, (vi) Agreement of record in Book 11213, page 82, said Register's Office.

IN WITNESS WHEREOF, this Warranty Deed is executed by the Grantor as of the ~~10th~~ 21ST day of May, 2007.

Pearl Zujewski

Pearl Zujewski

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State **Pearl Zujewski** the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this ~~10th~~ 21ST day of May, 2007.

G. MILLER HOGAN II
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY, TN
My Commission Expires November 21, 2009

E. Miller Hogan II

Notary Public
My commission expires: Nov. 21, 2009

STATE OF TENNESSEE)
COUNTY OF Williamson)

The actual consideration or value for this transfer of property, whichever is greater is $332,778.00.

Affiant

Sworn to and subscribed before me this
10th day of May, 2007.

MISTY BUSBIN
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

Misty Busbin

Notary Public
My Commission Expires: January 3, 2011

This is a certified true copy
of the original document.

EXHIBIT "A" LEGAL DESCRIPTION

This property is known as follows: 805 Banbury Way, Brentwood Tennesee, 37027 Davidson County.

Land in Davidson County, Tennessee, being Lot No. 162 on the Final Plat of Section Four, Banbury Crossing, of record under Instrument no. 20000114-0004987 thru 20000114-004989, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

Being the same property conveyed to Pearl Zujewski by Warranty Deed from The Jones Company Custom Homes dated 7-31-02 and filed for record 7-31-02 in Instrument No. 20020731 0091727 said Register's Office for Davidson County, Tennessee.