Return to: Realty Title & Escrow
808 N. Mt. Juliet Rd
Mt. Juliet, TN 37122

THIS INSTRUMENT PREPARED BY:
Horizon Land Title, Inc.
1000 Pleasant Grove Place, Ste. 100
Mt. Juliet, TN 37122

BILL GARRETT, Davidson County
Trans:T20100014230 DEEDWARR
Recvd: 03/10/10 10:24 2 pgs
Fees:13.00 Taxes:466.20
20100310-0018351

ADDRESS NEW OWNER
Mark Phy
626 Weatherbeaten Place
Hermitage, TN 37076

MORTGAGEE
Magna Bank
P.O. Box 17257
Memphis, TN 38187

SEND TAX BILLS
Mortgagee

MAP-PARCEL:
MAP 064-12-0-A
PARCEL 626.00 CO

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN ($10.00) DOLLARS, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, I/we, **Karen D. Mallory O'Byrne, married,** hereinafter called the Grantors, have bargained and sold, and by these presents do transfer and convey unto **Mark Phy and wife, Mary Phy,** hereinafter called the Grantees, their 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 Unit No. 626, on the Plan of Fox Run, Second Revision - Part of Sec. 2 and First Revision - Part of Sec. 1, established by Master Deed of record in Book 5513, Page 713; Book 5895, Page 516; Book 5936, Page 301; Book 6370, Page 817; and Book 8510, Page 95, and more particularly described in the plan of record in Book 6250, Page 118, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Karen D. Mallory, unmarried by deed from Jeffrey W. Harbison, unmarried, dated July 17, 1998 and filed of record in Book 11028, Page 467, Register's Office for Davidson County, Tennessee. Karen D. Mallory and Karen D. Mallory O'Byrne are one and the same person.

This not the principal residence of said grantor, nor is it the principal residence of any spouse of said grantor.

This conveyance is subject to all restrictions and easements of record, or which a visual inspection of the property would reveal, including Master Deed of record in Book 4956, Page 582, and in Book 5535, Page 713, Deed of Correction of Master Deed of record in Book 5895, Page 516, Second Deed of Correction of Master Deed of record in Book 5936, Page 301, Deed of Amendment to Master Deed of record in Book 6370, Page 817, Amendment to Master Deed of record in Book 8510, Page 92, Amendment to Master Deed of record in Book 8510, Page 95, and Charter of record in Book 5208, Page 188; By-Laws of Fox Run of record in Book 4956, Page 590, Amendment to By-Laws of record in Book 5174, Page 609, Amendment to By-Laws of record in Book 5548, Page 852, Amendment to By-Laws of record in Book 5564, Page 582, Amendment to By-Laws of record in Book 5895, Page 518, Amendment to By-Laws of record in Book 5896, Page 1, Amendment to By-Laws of record in Book 8510, Page 100; easements, covenants conditions and all matters and notes as shown on the plan of record in Plat Book 6250, Page 118, Register's Office for Davidson County, Tennessee.

This is the same description as in previous deed of record.

Property Taxes for the current year have been agreed to by the parties and will be paid for by the Grantee.

This is improved property known as **626 Weatherbeaten Place Hermitage, TN 37076.**

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs and assigns, forever; and we do covenant with the said Grantees that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Grantees, their 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 our hands this 8th day of March, 2010.

Karen D. Mallory O'Byrne

STATE OF Tennessee
COUNTY OF Wilson

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Karen D. Mallory O'Byrne, the bargainor(s) with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 8th day of March, 2010.

NOTARY PUBLIC

DEAN ROBINSON
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

My Commission Expires: 1.2.12

STATE OF Tennessee
COUNTY OF Wilson

The actual consideration or value, whichever is greater for this transfer is $126,000.00.

AFFIANT

Subscribed and sworn to before me this 8th day of March, 2010.

NOTARY PUBLIC

KATHLEEN A. TOMLINSON
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY
My Commission Expires January 17, 2012

My Commission Expires: 1-17-12